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Jacob Chandler*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – UNLIMITED CIVIL**

JACOB CHANDLER, individually, and
on behalf of himself and all others
similarly situated,

Plaintiff,

v.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2020-01169261-CU-BC-CXC

CLASS ACTION

Assigned for all purposes to Judge Hon. Layne
H. Melzer, Department CX-102

**NOTICE OF MOTION AND
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 23, 2025

Time: 2:00 p.m.

Dept.: CX-102

[Filed concurrently with Memorandum of
Points and Authorities; Declaration of Abbas
Kazerounian; Declaration of Jason A. Ibey;
Declaration of Anthony J. Orshansky;
Declaration of Jacob Chandler; Declaration of
Meagan Brunner; Declaration of Gennevie
Herbranson; Proposed Final Approval Order
and Judgment]

Action Filed: November 9, 2020

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that Plaintiff Jacob Chandler will and hereby does move for final approval of the conditionally certified class action settlement based on the First Amended Settlement Agreement and Release (ROA #335, Exhibit 1 thereto, the “Agreement”), on **October 23, 2025, at 2:00 p.m.**¹ at the Superior Court of California, County of Orange, in the Civil Complex Center located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, in Department CX-102 before the Honorable Layne Melzer. Specifically, Plaintiff seeks final approval of the class action settlement based on Section II of the Agreement and Cal. R. Ct., r. 3.769(g).

This motion is based on this Notice, the Memorandum of Points and Authorities, the supporting Declarations and Exhibits thereto, the Second Amended Complaint, the Amended Preliminary Approval Order (ROA #364), the complete files and records in this action, and any evidence that may be presented at the hearing.

Dated: October 3, 2025

Respectfully submitted,

KAZEROUNI LAW GROUP, APC



By: _____
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¹ The final approval hearing is scheduled for October 23, 2025, at 2:00 p.m. (ROA #364, p. 8).

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – UNLIMITED CIVIL**

**JACOB CHANDLER, Individually, and
on behalf of all others similarly situated,**

Plaintiff,

v.

**THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA; and DOES 1 through
100, inclusive,**

Defendants.

Case No.: 30-2020-01169261-CU-BT-CXC

**MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Layne Melzer

Date: October 23, 2025

Time: 2:00 p.m.

Dept.: CX-102

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I. INTRODUCTION

Jacob Chandler (“Plaintiff” or “Mr. Chandler”) moves for final approval of this conditionally certified class action settlement (“Final Approval Motion”) in this action against defendant The Regents of the University of California (“The Regents” or “Defendant”), based on the First Amended Settlement Agreement and Release (ROA # 335, Exhibit 1 thereto, the “Agreement” or “Agr.”).

The Settlement’s terms are substantively fair, adequate, and reasonable, meeting the criteria for final approval, affording meaningful relief to over one-thousand Class Members in California who have submitted a claim. The Settlement provides that each of the 1,707 validly claiming Class Members will receive a cash payment of \$70.29 as compensation for alleged educational interruptions from Wildcat striking activity during the Fall 2019 and Winter 2020 academic quarters at the University of California, Santa Cruz (“UCSC”). There are only eight requests for exclusion and four objections¹ out of 17,780 Class Members.

The Settlement, which is endorsed by the Class Representative and Class Counsel, meets all pertinent factors for final approval of this fair, adequate, and reasonable nationwide class action Settlement and should be given final approval.²

II. BACKGROUND AND PROCEDURAL HISTORY SINCE THE FILING OF THE MOTION FOR ATTORNEYS’ FEES, COSTS AND SERVICE AWARD

This action was filed nearly five years ago on November 9, 2020.³ The Second Amended Complaint (ROA #100, the “SAC”) is the operative pleading. In the SAC, UCSC is alleged to have breach its contract with students by closing the campus or otherwise permitting striking activity

¹ Plaintiff separately responds to the four objections in a brief submitted contemporaneously, titled Plaintiff’s Response to Objections to Settlement, wherein Plaintiff requests that the objections be overruled as without merit.

² Declaration of Jacob Chandler (“Chandler Decl.”), ¶¶ 2, 4-7; Declaration of Abbas Kazerounian (“Kazerounian Decl.”), ¶¶ 4-9; Declaration of Jason A. Ibey (“Ibey Decl.”), ¶¶ 5, 9-11, 14-17; Declaration of Anthony J. Orshansky (“Orshansky Decl.”), ¶¶ 4, 29-31.

³ Pursuant to stipulation of the parties, the deadline to commence trial was extended to November 9, 2026 (ROA # 277).

1 that disrupted the university educational experience. *See* SAC, ¶¶ 1, 3, 20, 33, 51, 53, 65.

2 A summary of the relevant procedural history is included in the Motion for Preliminary
3 Approval filed on October 1, 2024 (ROA # 281, pp. 2-4), and the Motion for Attorneys’ Fees, Costs
4 and Service Award filed on June 17, 2025 (“Fee Brief,” ROA # 446, pp. 1-3), which summaries are
5 incorporated here by reference. Since the filing of the Fee Brief, the Parties have continued to work
6 with the Claims Administrator to review claims, requests for exclusion, and a few objections. Ibey
7 Decl., ¶ 13. The deadline for Class Members to submit a claim, request exclusion or object to the
8 Settlement passed on July 21, 2025. Brunner Decl., ¶¶ 19, 23, 25; *see* ROA # 364, p. 10.

9 Plaintiff now timely submits this motion for final settlement approval by the deadline of
10 October 3, 2025 (*see* ROA # 364, p. 10-11).

11 **III. LEGAL STANDARD**

12 At the class action settlement final approval stage, the Court must determine whether the
13 settlement is “fair, adequate, and reasonable.” *See Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th
14 224, 244 (2001) (overruled on other grounds) (quoting *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th
15 1794, 1801 (1996); Cal. R. Ct., r. 3.769(g)). A “presumption of fairness exists where: (1) the settlement
16 is reached through arm’s-length bargaining; (2) investigation and discovery are sufficient to allow
17 counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the
18 percentage of objectors is small.” *Wershba*, 91 Cal. App. 4th at 245 (internal quotation marks omitted).
19 Beyond the presumption of fairness that should exist here, courts look to the following fairness factors:
20 (1) the strength of plaintiff’s case, (2) the risk, expense, complexity, and likely duration of further
21 litigation, (3) the risk of maintaining class action status through trial, (4) the amount offered in
22 settlement, (5) the extent of discovery completed and the stage of the proceedings, (6) the experience
23 and views of counsel, and (7) the reaction of class members to the proposed settlement. *Id.* at 244-45.

24 **IV. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT**

25 A “presumption of fairness exists where: (1) the settlement is reached through arms’-length
26 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
27 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
28 small.” *Dunk*, 48 Cal. App. 4th at 1802. The Settlement here satisfies these four requirements.

1 **A. The Settlement was Reached Through Arms'-Length Bargaining**

2 California courts recognize “a presumption of fairness exists where . . . [a] settlement is
3 reached through arms' length bargaining.” *Id.* at 1802. This Settlement is the result of non-collusive,
4 arms' length and informed negotiations over a period of approximately eight weeks, conducted
5 between the Parties.⁴ Kazerounian Decl., ¶ 6. During the negotiation process, each party was
6 represented by experienced counsel *See id.* at ¶ 10.⁵ The Court should therefore conclude that the
7 Settlement was negotiated in good faith.

8 **B. Investigation, Formal Discovery and Confirmatory Discovery are Sufficient to**
9 **Allow Counsel and the Court to Make an Informed Decision on Settlement**

10 Prior to filing suit in late 2020 with a 24-page pleading (ROA # 2), counsel investigated the
11 claims, which included review of online information, consulting with the named plaintiff at the time,⁶
12 and reviewing supporting evidence. *See* Orshansky Decl., ¶ 5. The complaint was amended twice, on
13 February 23, 2021 and November 10, 2021, respectively. *Id.* at ¶¶ 6-9; ROA # 28, and 100.⁷ In terms
14 of discovery, Plaintiff served two sets of document requests and a set of special interrogatories, and
15 Defendant served a set of document requests and special interrogatories. Ibey Decl., ¶ 7; Orshansky
16 Decl., ¶¶ 11-12. Defendant also took the oral deposition of Mr. Chandler on January 10, 2024. *Id.* at ¶
17 7. Plaintiff's counsel reviewed 5,682 pages of documentation from Defendant and conducted
18 additional online factual research. *Id.* And Mr. Chandler produced nearly 1,500 pages of
19 documentation to Defendant. *Id.* Pursuant to the Settlement in principle, Plaintiff served confirmatory
20 discovery requests on Defendant, which special interrogatories were responded to on August 22, 2024.
21 *Id.* at ¶ 9. The confirmatory discovery concerned Class size, availability of Class Member contact
22

23 ⁴ A mediation before Bruce A. Friedman, Esq. of JAMS was held on February 17, 2023; however,
24 it did not result in a settlement. ROA 446, p. 2, lns. 4-5.

25 ⁵ <https://www.kazlg.com/attorneys/abbas-kazerounian-esq> (counsel for Plaintiff);
26 <https://www.reedsmith.com/en/professionals/c/cardozo-raymond-a> (counsel for Defendant).

27 ⁶ The initial complaint and first amended complaint were brought by Mr. Chandler's mother,
28 Jennifer Chandler. Mr. Chandler was substituted as the named plaintiff through the SAC.

⁷ The SAC includes six attached supporting exhibits. ROA # 100.

information, and known dates of striking activity. Ibey Decl., at ¶ 9. As such, Plaintiff, Class Counsel, and the Court are in a good position to make an informed decision regarding the reasonableness of the Settlement.

C. Experience of Counsel in Similar Litigation

Plaintiff's attorneys are highly experienced, including in class action litigation, as explained in the Fee Brief. Kazerounian Decl. to Fee Brief, ¶¶ 19-33 (ROA # 436); Ibey Decl. to Fee Brief, ¶¶ 33-39 (ROA # 438); Orshansky Decl. to Fee Brief, ¶¶ 16-25 (ROA # 442).

D. There Are Only Four Objections and Eight Requests for Exclusion Out of 17,780 Class Members

There are only eight requests for exclusion (opt-outs) and only four objections. Brunner Decl., ¶¶ 24, 26; Ibey Decl., ¶ 12. The fact that there are only four objections (which are all without merit) out of 17,780 Class Members⁸ is significant and supports settlement approval, especially when there are 1,707 valid claims received. Brunner Decl., ¶ 21. *See 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1140 (2000) (finding that small percentage of class objections to settlement create a presumption that the settlement was fair); *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1043 (N.D. Cal. 2008) ("[T]he absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class members.") (citation omitted); *Churchill Vill., L.L.C. v. GE*, 361 F.3d 566, 577 (9th Cir. 2004) (affirming approval of class settlement where 45 out of the 900,000 notified class members objected and there were 500 opt outs). When compared to the 1,707 valid claims, the claims amount to approximately 426 times the number of objections⁹ (see Ibey Decl., ¶¶ 12 and 14).

Therefore, the four requirements for a presumption of fairness are satisfied.

⁸ Some Class Members requested their contact information not be provided to the Claims Administrator. Ibey Decl., ¶ 18; *see also* ROA # 423. Accordingly, Defendant sent class notice to them directly via email. Declaration of Gennevie Herbranson, ¶¶ 1-5, filed herewith; ROA # 423.

⁹ The content of the four objections is found at Exhibit I to the Declaration of Meagan Brunner Regarding Class Notice And Settlement Administration, submitted herewith.

V. THE COURT SHOULD APPROVE THE SETTLEMENT BECAUSE THE SETTLEMENT AGREEMENT IS FAIR, REASONABLE, AND ADEQUATE

In making a fairness determination beyond the presumption of fairness, courts consider the following factors: (1) the strength of plaintiff's case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; and (7) the reaction of class members to the proposed settlement. *See Dunk*, 48 Cal. App. 4th at 1801 (citation omitted); *see also 7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1146. But "[t]he inquiry 'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable, and adequate to all concerned.'" *Dunk*, 48 Cal. App. 4th at 1801.

A. The Strength of Plaintiff's Case

Mr. Chandler believes that he has a legitimate case for a breach of contract by Defendant established under the university-student relationship¹⁰ concerning the UCSC campus for the Fall 2019 and Winter 2020 academic quarters. Specifically, Defendant is alleged to have breached its contracts with students, formed through catalogs and various promotional publications and the payment of tuition and mandatory fees, including a no strike provision in a collective bargaining agreement, resulting in Wildcat strikes that interrupted classroom instruction and access to campus services. *See* SAC, ¶¶ 1, 3, 20-24, 51-53, 67-68, and 72. Mr. Chandler recalls cancelled or disrupted classes for approximately ten days. ROA # 288, ¶ 14. Through confirmatory discovery, The Regents acknowledges two dates where striking activity took place. ROA # 286, ¶ 18.

If litigation were to proceed without settlement, Plaintiff would have taken several depositions of employees (current or former¹¹) of UCSC as well as a PMQ deposition, in

¹⁰ Plaintiff believes that under California law in *Kashmiri v. Regents of Univ. of Cal.*, 156 Cal. App. 4th 809, 829, 831 (2007), the university-student relationship is contractual in nature.

¹¹ Prior to settlement, Plaintiff requested of Defendant on February 8, 2024, available dates for the deposition of six named persons who were current or former employees of Defendant. Ibey Decl.,

preparation for moving for class certification of students who attended UCSC and signed up for in-person classes. Ibey Decl., ¶ 7. Thereafter, Plaintiff would have prepared for eventual trial on the merits. Plaintiff would have also analogized to cases within the last few years relating to alleged breaches of contract by colleges and universities relating to transition to online learning due to Covid-19, as support for the existence of a contract and breach by UCSC here. *See e.g., Arredondo v. Univ. of La Verne*, 341 F.R.D. 47 (C.D. Cal. Feb. 8, 2022) (certifying tuition and fees class).

Without this Settlement, however, Defendant would likely continue to deny Plaintiff's allegations and challenge efforts of Plaintiff to obtain class certification on a contested motion (*see* Recital K to Agr.). Thus, the outcome of the case is by no means certain absent a Settlement, notwithstanding Plaintiff's belief in the merits of the asserted breach of contract claim.

B. Risks, Expense, Complexity and Likely Duration of Litigation

Where both sides face significant uncertainty, the attendant risks favor settlement. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998). Class actions, such as this case, pose serious risk, expense, complexity, and will likely last for years of protracted litigation absent settlement, as there is a significant risk of liability, damages, and issues of class certification; and Class Counsel undertook the representation of Plaintiff at their own expense and risk (on a contingency fee basis) with no assurance they would receive any compensation, *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553, 579-80 (2004).

Individual members of the Class here likely could not or would not have undertaken the substantial investigation and litigation necessary to prosecute individual claims related to Defendant's alleged breach of contract relating to temporary interruption in on-campus educational instruction and on-campus services (*see* ROA # 281, p. 15). *See e.g., Gonzalez v. Xtreme Mfg., LLC*, No. 1:20-cv-1704 JTL SKO, 2022 U.S. Dist. LEXIS 194203, at *27-28, 36 (E.D. Cal. Oct. 25, 2022) (noting that damages under \$10,000 were unlikely to motivate an individual to litigate

¶ 8. Without settlement, Plaintiff would have also likely sought court relief concerning discovery disputes that the parties had been discussing prior to settlement in terms of responses and documents requested from Defendant. *Id.*

claims in preliminarily approving a settlement class with an estimated individual award of \$725.26 per class member).

Were Plaintiff to fully prosecute this case through trial, there would be a great deal of additional written discovery and depositions (including several percipient witness depositions and the PMQ deposition of Defendant, as noted above), and likely expert discovery as to damages. Expert testimony alone as to benefit-of-the-bargain damages would be particularly expensive in this case absent a Settlement, whether through a conjoint survey, regression analysis, or other reasonable class-wide accepted damages model. *See generally, In re Univ. of S. Cal. Tuition and Fees COVID-19 Refund Litig.*, No. CV 20-4066-DMG (PVCx), 2023 WL 6453814 (C.D. Cal. Sept. 29, 2023) (certifying tuition and fees class in university setting; certification based on expert conjoint damages method); *In re Pepperdine Univ. Tuition & Fees Covid-19 Refund Litig.*, No. CV 20-4928 DMG (KSx), 2023 WL 6373845 (C.D. Cal. Sept. 26, 2023) (same).

Significantly, The Regents filed a motion for summary judgment in this action on April 3, 2024, arguing primarily that Plaintiff cannot show a specific promise relating to Plaintiff's breach of contract claim based on *Berlanga v. Univ. of San Francisco*, 100 Cal. App. 5th 75 (2024), and in the alternative, that The Regents reserved discretion whether to issue refunds of tuition which precludes liability. ROA # 242. That motion was only withdrawn based on having reached a settlement in principle, and the decision in *Berlanga* is expressly acknowledged in the Agreement as influencing the settlement. ROA # 335, Exhibit 1 thereto (Recital H to Agr.). Had that motion been fully brief, Plaintiff faced a real risk of potentially recovering nothing, were the court to agree with The Regents rather than accept an argument that would have been made by Plaintiff that the reasoning in *Kashmiri*, 156 Cal. App. 4th at 829, should instead be followed with respect to contract formation and breach in the university-student setting involving tuition and fees. The court in *Kashmiri* acknowledge that activity such as a professor's protest resulting in cancellation of some classes did not excuse the university's contractual obligations. *Id.* at 838.

Plaintiff's sole surviving cause of action is for breach of contract, despite having asserted additional causes of action in prior versions of the complaint. *See* ROA # 2, 28 and 100. In cases against universities for breach of contract relating to access to on-campus educational instruction,

some courts have denied class certification based on challenges in terms of determining who paid the tuition and fees. *See e.g., Evans v. Brigham Young University*, No. 1:20-CV-100-TS-CMR, 2022 WL 596862, at *4 (D. Utah Feb. 28, 2022), *aff'd* No. 22-4050, 2023 WL 3262012 (10th Cir. May 5, 2023) (denying class certification for lack of ascertainability, stating “[t]o determine whether a particular individual is a member of the class, the Court would have to individually inquire into all 33,000 BYU students enrolled during the Winter 2020 semester to determine who paid tuition—the student or a third party.”). Here, the Exhibit 3 to the SAC shows the charges to Mr. Chandler for tuition and fees. By defining the Settlement Class as persons who “(i) paid *or were obligated to pay* tuition, room and board and/or educational service fees” (ROA # 364 p. 5, emphasis added), it is Plaintiff’s position that a determination of the exact source of the funds use to pay to attend UCSC is unnecessary and does not present individualized inquiries.

On the other hand, without settlement, The Regents also faced significant risks in terms of substantial costs of defending this matter due to further discovery obligations, including eventual expert discovery; likely protracted motion practice (including opposition to the motion for summary judgment), and an eventual contested motion for class certification; trial preparation, and likely appeal of significant decisions were this case to continue absent the Settlement. Indeed, it is possible that Defendants could be held liable for damages greater than what is provided through the Settlement as well as a much larger request for an award of attorneys’ fees.¹²

The Settlement avoids the need to spend numerous additional hours of the Court’s and the parties’ time, expensive competing expert expenses and other associated costs relating to contesting class action claims. Settlement here quiets nearly five years of litigation and provides meaningful monetary relief to the 1,707 valid claimants now, rather than having to potentially wait additional years for relief or risk no relief at all if Plaintiff were to lose on the merits. Plaintiff and Class Counsel carefully balanced the risks of engaging in further and contentious litigation against the benefits conferred on the Class Members from the Settlement. *Ibey Decl.*, ¶¶ 5-16.

¹² The SAC prays for “attorneys’ fees to the extent provided by law” (ROA # 100, p. 32), which Plaintiff contends would include acting as a private attorney general under Cal. Civ. Proc. Code § 1021.5 (ROA # 446, p. 6). As noted in the Fee Brief, Plaintiff’s lodestar is \$480,636, while the Settlement provides for a much smaller recovery of attorneys’ fees. ROA # 446, pp. 7-12.

As such, it is desirable that the Settlement be finally approved, as its benefits outweigh the risks to both sides of continued complex litigation.

C. The Benefits Conferred by Settlement

The Settlement provides a reasonable monetary benefit, in light of the several risks in this case and the nature of the alleged harm, in the form of a cash payment of \$70.29 to each of the 1,707 valid claimants. Brunner Decl., ¶¶ 19, 22. The simple claim form did not require proof of harm; instead, claimants were only required to affirm they experienced educational interruption related to the striking activity during one or both of the relevant academic quarters. *See* Brunner Decl., ¶ 10, Exhibit C thereto; *see also* Ibey Decl., ¶ 19. If the Settlement is finally approved and the Effective Date occurs, checks to Class Members will be valid for 180 days. Agr. § III(4)(A).

In exchange for the cash awards, Class Members relinquish claims asserted in the SAC “which relate to or arise out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged authorized striking activity at UCSC, excluding any claims for property damage or personal injury.” Agr. § XIV(2). This narrowly tailored release closely tracks the claims asserted in the Second Amended Complaint. Importantly, the additional release which includes a Cal. Civ. Code § 1542 waiver is limited to the Class Representative only. *Id.* at § XIV(3).

In terms of damages, Plaintiff believes that Class Members could reasonably obtain a recovery based on the benefit-of-the-bargain for the alleged breach of contract. *See* Cal. Civ. Code § 3300; *KGM Harvesting Co. v. Fresh Network*, 36 Cal. App. 4th 376, 382 (1995) (“The basic premise of contract law is to effectuate the expectations of the parties to the agreement, to give them the ‘benefit of the bargain’ they struck when they entered into the agreement.”). Without the benefit of an expensive conjoint survey (which would have likely been prepared for a damages analysis on the merits), Plaintiff estimates damages here for breach of contract for settlement purposes based on the promised 97 days of educational instruction and a generous estimate of six full days of lost classroom instruction and campus access over the Fall 2019 and Winter 2020 terms. The known Class Member recovery of \$70.29, based on 1,707 valid claims, represents

approximately 13.2% of potential maximum actual damages (i.e., \$528.71) for alleged breach of contract that could be obtained at trial, based on the generous estimate of six full days of campus closure and implication of the Tuition and Campus Based Fees for California Resident students.¹³

Even if all monies paid by students were considered in the evaluation (including for health insurance and the university registration fee), an individual Class Member recovery of \$70.29 would still represent approximately 10% of such potential maximum actual damages (i.e., \$701.41¹⁴) for California Resident students. The monetary recovery of \$70.29 per person is fair and reasonable for purposes of settling this risky class litigation. *See e.g., In re Omnivision Techs., Inc.*, 559 F. Supp. 2d at 1042 (approving settlement that constituted 6% of maximum potential damages) ; *see also In re Chicken Antitrust Litig.*, 560 F. Supp. 957, 960 (N.D. Cal. 1980) (noting “it is well settled that a proposed settlement, taken on the whole, need only be fair, adequate, and reasonable in light of the interests of all the parties and not the product of fraud or collusion, to meet the court’s approval.”); *Nat’l Rural Telecomm’s Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) (“[I]t is well-settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of the potential recovery that might be available to the class members at trial.”) (collecting cases). *See also Martinez v. Univ. of San Diego*, No. 3:20-cv-01946-RBM-VET, 2025 U.S. Dist. LEXIS 52898, at *9 (S.D. Cal. Mar. 21, 2025) (finally approving class action settlement involving alleged breach of contract by the university for the transition to online learning due to Covid-19 during much of the Spring 2020 semester, with an estimated individual class member recovery of \$93.46).

¹³ [1/97 days = Approx. 0.0103092.] [\$8,547.64 (representing monies paid by California resident students for only Tuition and Campus Based Fees for the two quarters, *see* Exhibit 2 to SAC) x 0.0103092 = Approx. \$88.11933.] [\$88.11933 x 6 days = Approx. \$528.71]. Even for students who paid the higher out-of-state tuition fees of \$27,464 for the two quarters (instead of \$7,628), the recovery of \$70.29 is still reasonable under the circumstances of this risky case, representing approximately 3.99% of maximum actual damages. On average, only approximately 3.38% of UCSC students are from out of state. *See* https://www.collegefactual.com/colleges/university-of-california-santa-cruz/student-life/diversity/#location_diversity (last accessed October 3, 2025)

¹⁴ [1/97 days = Approx. 0.0103092.] [\$11,339.64 (representing all monies paid by California resident students, including for health insurance and Student Services Fee (formerly University Registration Fee) for the two quarters, *see* Exhibit 2 to SAC) x 0.0103092 = Approx. \$116.90.] [\$116.90 x 6 days = Approx. \$701.41.]

Thus, the \$70.29 cash payments provide reasonable compensation for the Class Members when considering the several risks, uncertainty and expense of continued litigation.

D. The Experience and Views of Counsel

While the recommendations of counsel proposing the Settlement are not conclusive, the Court can properly take them under consideration, particularly if they have been involved in litigation for some period of time, appear to be competent, have experience with this type of litigation, and discovery has commenced. *See* 2 H. Newberg, Newberg on Class Actions § 11.47 (2d ed. 1985). Courts do not substitute their judgment for that of a settlement’s proponents, even when experienced counsel familiar with the litigation have reached a settlement. *See, e.g., Hammon v. Barry*, 752 F. Supp. 1087, 1093 (D.D.C. 1990). However, courts do presume the absence of fraud or collusion in the negotiation of a settlement unless evidence to the contrary is offered. *See* Newberg on Class Actions § 11.51. *See also In re Chicken Antitrust Litig.*, 560 F. Supp. at 960 (“To this end it is well settled that a proposed settlement, taken on the whole, need only be fair, adequate, and reasonable in light of the interests of all the parties and not the product of fraud or collusion, to meet the court’s approval.”).

In short, the negotiations here were conducted in good faith. As explained above and in the Fee Brief, Class Counsel are qualified and highly experienced in consumer class action litigation, including for breach of contract claims against a university. In fact, some of Plaintiff’s counsel were recently appointed as co-lead class counsel in the matter of *Vakilzadeh v. The Trustees of The California State University*, No. 20STCV23134 (Sup. Ct. Los Angeles, Mar. 25, 2025),¹⁵ which certified a class involving three university campuses in California, based on a breach of contract claim relating to the transition from on-campus instruction (and access to on-campus facilities) to online learning during Covid-19, after contested motion practice as well as a challenge to the plaintiff’s damages expert who performed expensive conjoint surveys. Kazerounian Decl., ¶ 10.

Plaintiff’s attorneys have detailed knowledge of this case and negotiated with experienced opposing counsel; and Plaintiff received both formal and confirmatory written discovery responses

¹⁵ Citation to this unpublished trial court decision is not prohibited by Rule of Court, rule 8.1115, as it is not “an opinion of a California Court of Appeal or superior court appellate division . . .”

as well as thousands of pages of documentation. *See* Ibey Decl., ¶¶ 7 and 9. Thus, Class Counsel are sufficiently aware of the benefits and risks of the Settlement compared to proceeding with litigation and have determined the Settlement to be in the best interest of the Class Members. *See* Ibey Decl. at ¶¶ 6-17. The Settlement was reached after approximately eight weeks of negotiations between counsel. Kazerounian Decl., ¶ 6.

The endorsement of settlements as fair, reasonable, and adequate for the class by qualified and well-informed counsel operating at arm’s length, is “entitled to significant weight.” *Dunk*, 48 Cal. App. 4th at 1802. Plaintiff and Class Counsel believe that, under the circumstances, the Settlement is fair, reasonable, and adequate, in the best interest of the Class, and merits final settlement approval, including due to significant risks faced by both parties. Ibey Decl., ¶¶ 5-16; Kazerounian Decl., ¶¶ 4-9; Orshansky Decl., ¶¶ 4, 29-31; Chandler Decl., ¶¶ 2, 4-7.

E. Public Policy in Favor of Quieting Litigation Supports Final Approval

“[T]here is an overriding public interest in settling and quieting litigation,” and this is “particularly true in class action suits.” *Can Bronkhorst v. Safeco Corp.*, 529 F.2d 943, 950 (9th Cir. 1976) (footnote omitted). *See also Wershba*, 91 Cal. App. 4th at 250 (noting that “the public interest may indeed be served by a voluntary settlement in which each side gives ground in the interest of avoiding litigation.”) (overruled on other grounds) (quoting *Air Line Stewards, etc., Loc. 550 v. American Airlines, Inc.*, 455 F.2d 101, 109 (7th Cir. 1972)). The Settlement resolves Plaintiff’s breach of contract claims involving students attending UCSC over two academic quarters (from several years ago) relating to educational instruction and campus access, with a narrowly tailored release and reasonable compensation to Class Members. Thus, public policy favors granting final approval of this Settlement after years of litigation, including briefing on demurrers and the filing of Defendant’s motion for summary judgment.

F. The Response from Class Members is Positive

The deadline to submit a claim, request exclusion from the Settlement, or submit an objection was July 21, 2025. Declaration of Megan Brunner (“Brunner Decl.”), ¶¶ 19, 23 and 25. As noted above, there are only eight requests for exclusion and four objections out of 17,780 Class Members (*id.* at ¶ 21; Recital N to Agr.), which strongly reflects the Settlement was well-received.

See e.g., *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1152-53 (class response “overwhelmingly positive” when “a mere 80 of the 5,454 noticed class members elected to opt out” and 9 objected); *Wershba*, 91 Cal. App. 4th at 250-251 (affirming class settlement where “out of approximately 2.4 million class members who were sent direct notice of the proposed settlement, there were only 20 objectors, and of these only three objected to the substantive elements of the settlement”) (overruled on other grounds). The four objections are without merit, as explained by Plaintiff in a separate brief.

G. Notice to the Class Members was Fair, Adequate, and Reasonable

There is abundant authority providing guidance when fashioning notices of class action settlements. See Cal. R. Ct., r. 3.766; *7-Eleven Owners for Fair Franchising*, 85 Cal. App. 4th at 1164; *In re Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1390-93 (2010). Plaintiff here sought and obtained conditional class certification for settlement purposes pursuant to Cal. Civ. Proc. Code § 382. ROA # 281, p. 3.

The comprehensive and carefully designed Notice program provided sufficient notice for due process purposes. Class Notice was given to Class Members in multiple ways to ensure the best practical notice, including (1) Email Notice; (2) Mailed Notice (where Email Notices were unavailable or undeliverable); (3) a targeted internet media program; and (4) detailed notice on the Settlement Website. See Agr., §§ V(1)(E); see also Brunner Decl., ¶¶ 16-18. Class Members were afforded approximately 81 days to exercise their right to submit a Claim, object or opt-out of the Settlement. See Brunner Decl., ¶¶ 9-10, 17, 19, 23, and 25; Ibey Decl., ¶ 20; Agr. § I(CC).

Of the 16,643 Email Notices sent by the Claims Administrator on May 1, 2025, 12,995 emails were successfully delivered. Brunner Decl. at ¶ 9. A supplemental email notice to 566 individuals was sent out on May 14, 2025 after a skip trace was performed on returned emails. *Id.* at ¶ 12. Of the 1,116 Mailed Notices by the Claims Administrator on May 1, 2025, 32 notices were determined to be undeliverable after a re-mailing. *Id.* at ¶¶ 10-11. Additionally, mailed notice was sent out to 1,909 individuals on May 16, 2025, with 26 notices determined to be undeliverable. *Id.* at ¶ 12. The targeted internet media campaign resulted in 187,004 impressions and 683 clicks. Brunner Decl., ¶ 16. The Claims Administrator also reports receiving 70 phone calls and 188-page

reviews on the Settlement Website. Brunner Decl., ¶¶ 14-15. In all, the combined notice reach is an excellent 94.64%, which satisfies due process and is the best notice practicable under the circumstances. *Id.* at ¶ 13. Such notice reach far exceeds the 70% threshold provided by the Federal Judicial Center (FJC) in *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*. <https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>

Similar comprehensive notice programs have been deemed adequate for purposes of finally approving other class action settlements. *See, e.g., Lloyd v. Navy Fed. Credit Union*, No. 17-cv-1280-BAS-RBB, 2019 U.S. Dist. LEXIS 89246, at *9 (S.D. Cal. May 28, 2019) (finally approving settlement where notice was provided by email or mail (as available), and long form notice on the settlement website); *McCrary v. Elations Co., LLC*, No. EDCV 13-0242 JGP (SPx), 2016 U.S. Dist. LEXIS 24050, at *19-20 (C.D. Cal. Feb. 25, 2016) (finally approving settlement where notice was provided by email and mail, print publication, and internet banner ads); *Wershba*, 91 Cal. App. 4th at 230 (affirming class settlement where the agreement required “direct notice to approximately 2.4 million customers, and in addition Apple published notice in USA Today and in MacWorld, and posted notice on its Web site.”) (overruled on other grounds).¹⁶

VI. PLAINTIFF’S ADDITIONAL LITIGATION EXPENSES ARE REASONABLE

In the Fee Brief, Plaintiff requested approval of \$16,741.84 in litigation expenses as of approximately June 12, 2025. *See* ROA # 446, p. 8. Since then, Class Counsel have incurred \$108.01 in additional expenses, bringing total current expenses to \$16,849.85, through October 2, 2025. *Ibey* Decl., ¶¶ 21-24. Such expenses were incurred for document filing fees and printed costs. *Id.* Class Counsel expect to incur further expense through the scheduled October 23, 2025 final approval hearing, including to file this Final Approval Motion, the Plaintiff’s Response to Objections to Settlement, and prepare for the hearing. *Ibey* Decl., ¶ 25. Under the Settlement, Class Counsel may recover up to \$20,000 in litigation expenses. Agr. § XIII(1).

¹⁶ “Over time, courts have come to accept both email and internet notice campaigns as acceptable means of giving notice in class actions” and they “are beginning to embrace the belief that internet notice may be preferable to traditional methods of publication notice.” Making Class Actions Work: The Untapped Potential of the Internet, 69 U. Pitt. L. Rev. 727, 733-734 (Summer 2008).

VII. THE CLASS IS PROPERLY CERTIFIED FOR SETTLEMENT PURPOSES

The Court has conditionally certified this case as a class action for Settlement purposes only. ROA # 364, pp. 4-5. The Class of 17,780 who attended UCSC for in-person courses is sufficiently numerous to warrant resolution of this case pursuant to Cal. Civ. Proc. Code § 382; Plaintiff's claims concerning Defendant's alleged breach of contract relating to the Wildcat strikes are typical of the claims of the Class Members who contracted for a combined 97 days of educational instruction and campus access over the Fall 2019 and Winter 2020 academic terms (*see* SAC, ¶¶ 4, 22; Exhibit 2 thereto); and both Plaintiff and Class Counsel have been adequate representatives for the Class Members. Nothing has changed to alter that analysis.

The Claims Administrator timely provided the notices to Class Members as explained above. Class Counsel have discharged their duties by, among other things, overseeing the Settlement; seeking *ex parte* relief where needed relating to class notice and settlement administration (ROA # 364, 374, 397); timely filing the Fee Brief (ROA # 446); and now timely filing the present Final Approval Motion by the deadline of October 3, 2025 (*see* ROA # 364, pp. 10-11). Both the Class Representative and Class Counsel believe it is desirable that the case be fully and finally compromised and settled on the fair and reasonable terms of the Agreement, without risks and further expense of litigation. Chandler Decl., ¶¶ 4-7; Ibey Decl., ¶¶ 9-11, 14-17; Kazerounian Decl., ¶¶ 4-9; Orshansky Decl., ¶¶ 4, 29-31.

Accordingly, the proposed Settlement continues to meet all requirements for class certification pursuant to Civ. Proc. Code § 382. The Settlement should be given final approval.

VIII. CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests the Court finally approve the Settlement as fair, adequate and reasonable, and sign the proposed "Final Approval Order and Judgment" submitted concurrently herewith. The proposed Final Approval Order and Judgment includes a provision for approving the Attorneys' Fees and Costs, Administration Expenses, and a Service Award to the Class Representative requested in the Fee Brief (ROA # 446).

1 Dated: October 3, 2025

Respectfully Submitted,

2 **KAZEROUNI LAW GROUP, APC**

3 

4 By: _____

5 Abbas Kazerounian, Esq.

6 ak@kazlg.com

7 *Attorneys for Plaintiff*

8 *Additional Counsel for Plaintiff*

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*Attorney for Plaintiff,
Jacob Chandler*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – UNLIMITED CIVIL**

JACOB CHANDLER, individually, and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2020-01169261-CU-BC-CXC

*Assigned for all purposes to
the Hon. Layne H. Melzer*

**DECLARATION OF ABBAS
KAZEROUNIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 23, 2025

Time: 2:00 p.m.

Dept.: CX-102

1 **I, ABBAS KAZEROUNIAN, declare:**

2 1. I am one of the attorneys for the Plaintiff in this action, Jacob Chandler (“Plaintiff”) against
3 Defendant The Regents of the University of California (“Defendant” or “The Regents”).

4 2. I was admitted to the State Bar of California in 2007 and have been a member in good standing
5 ever since that time. I have litigated cases in both state and federal courts in California, Washington,
6 Nevada, Arizona, Arkansas, New York, New Jersey, New Hampshire, Colorado, Tennessee, Ohio,
7 Florida, Illinois, Nebraska, Virginia, Minnesota, and Texas. I am admitted in every federal district in
8 California and have handled federal litigation in the federal districts of California. I am also admitted
9 to the state bars of Texas, Illinois, Colorado, New York, Washington, Michigan, District of Columbia,
10 the Ninth Circuit Court of Appeals, the Sixth Circuit Court of Appeals, the Eighth Circuit Court of
11 Appeals, the Eleventh Circuit Court of Appeals, the First Circuit Court of Appeals, and the Supreme
12 Court of the United States.

13 3. If called as a witness, I would competently testify to the matters herein from personal
14 knowledge. The declaration is based upon my personal knowledge, except where expressly noted
15 otherwise.

16 4. I am writing this declaration in support of the Plaintiff’s motion for final approval of class
17 action settlement.

18 5. I have worked on this matter since October of 2023, when my firm was retained as additional
19 counsel for Plaintiff.

20 6. The Settlement is the result of non-collusive, arms-length and informed negotiations between
21 experienced counsel, including several telephone calls and the exchange of emails over a period of
22 approximately eight weeks. I took an active role in such negotiations.

23 7. Accounting for the burdens, uncertainty and risks inherent in this litigation, I continue to
24 believe that further prosecution of this action could be protracted, unduly burdensome, and expensive.
25 There are also risks associated with obtaining class certification on a contested motion, expert
26 testimony, pre-trial motions in limine, a multiple day jury trial, a potential post-trial motion practice
27 and appeal, as well as potential motion notwithstanding the verdict and appellate briefing.

1 8. It is my understanding that each of the 1,707 validly claiming Settlement Class Member will
2 receive a settlement payment of approximately \$70.29, from the dedicated \$120,000 portion of the
3 Settlement, with up to \$280,000 separately to be used to pay an award of attorneys' fees and costs,
4 settlement notice and administration expenses, any service award to the named Plaintiff.

5 9. Under the circumstances of this case, including the risks and expense of continued litigation
6 and benefits under the Settlement, I believe that the proposed Settlement, is fair, adequate and
7 reasonable, and merits final settlement approval. I fully support final approval of the proposed
8 Settlement. I believe the four objections to the Settlement are without merit and should be overruled.

9 10. I have other experience in class litigation against a university for alleged breach of contract. I
10 was recently appointed as co-lead class counsel in the matter of *Vakilzadeh v. The Trustees of The*
11 *California State University*, No. 20STCV23134 (Sup. Ct. Los Angeles, Mar. 25, 2025), which
12 certified a class involving three university campuses in California, based on a breach of contract claim
13 relating to the transition from on-campus instruction and access on on-campus facilities to online
14 learning during Covid-19, after contested motion practice as well as a challenge to the plaintiff's
15 damages expert who performed several expensive conjoint surveys.

16 I declare under penalty of perjury under the laws of California that the foregoing is true and
17 correct, and that this declaration was executed on October 3, 2025, at Costa Mesa, California.

18
19 By: /s/ Abbas Kazerounian
20 Abbas Kazerounian
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28

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*Attorney for Plaintiff,
Jacob Chandler*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – UNLIMITED CIVIL**

JACOB CHANDLER, individually, and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2020-01169261-CU-BC-CXC

*Assigned for all purposes to
the Hon. Layne H. Melzer*

**DECLARATION OF JASON A. IBEY IN
SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 23, 2025

Time: 2:00 p.m.

Dept.: CX-102

1 **I, JASON A. IBEY, declare:**

2 1. I am one of the attorneys for the plaintiff Jacob Chandler (“Plaintiff” or “Mr. Chandler”) in
3 this action against defendant The Regents of the University of California (“Defendant” or “The
4 Regents”).

5 2. I am an attorney admitted to the State Bar of California on November 26, 2012, and have
6 been a member in good standing since that time. I am also admitted to the State Bars of Utah and the
7 Commonwealth of Massachusetts. I am also admitted in every federal district in California and have
8 handled federal litigation in the federal districts of California.

9 3. I have personal knowledge of the following facts and, if called upon as a witness, could and
10 would competently testify thereto, except as to those matters which are explicitly set forth as based
11 upon my information and belief and, as to such matters, I am informed and believe that they are true
12 and correct.

13 4. I have been appointed as one of Class Counsel in this action for settlement purposes.

14 5. I am writing this declaration in support of Plaintiff’s motion for final approval of class action
15 settlement.

16 **DISCOVERY AND SETTLEMENT**

17 6. I have been substantially involved in several major aspects of the litigation, including written
18 discovery, discovery conferral calls, discussions with Plaintiff, Belaire-West notice, case strategy,
19 settlement negotiations, drafting of the proposed class action settlement agreement, communicating
20 with opposing counsel and the claims administrator regarding class notice and administration,
21 drafting documents in support of preliminary approval of class action settlement and certification of
22 settlement class, and drafting documents in support of Plaintiff’s motion for attorneys’ fees, costs,
23 and service award, drafting documents in support of the motion for final approval of settlement, and
24 a separate brief in response to the objections to the settlement.

25 7. Plaintiff served two sets of documents requests and a set of special interrogatories, and defense
26 counsel and my office engaged in numerous and vigorous conferral calls relating to discovery disputes
27 regarding discovery responses from Defendant. Plaintiff has responded to a set of written discovery
28

1 and appeared for his oral deposition on January 10, 2024, which I attended remotely. Plaintiff also
2 supplemented formal written discovery responses and produced nearly 1,500 pages of documentation
3 to Defendant. Defendant produced approximately 5,682 pages of documentation, which was reviewed
4 by my firm. If litigation were to proceed without settlement, I believe that Plaintiff would have taken
5 several depositions of employees (current or former) of The Regents involved with UCSC as well as
6 a PMQ deposition, in preparation for moving for class certification.

7 8. On or about February 19, 2024, the Parties engaged in settlement discussions between
8 themselves, after Plaintiff had informed Defendant on February 8, 2024, of the desire to take the
9 deposition of six specific individuals associated with Defendant. Without settlement, Plaintiff would
10 have also likely sought court relief concerning discovery disputes that the parties had been discussing
11 prior to settlement in terms of responses and documents requested from Defendant.

12 9. On August 22, 2024, Defendant provided confirmatory discovery responses relating to the
13 proposed Settlement. Such confirmatory interrogatory responses regarding Class size, availability of
14 Class Member contact information, and known dates of striking activity.

15 10. In considering settlement on a class action basis, Plaintiff's counsel evaluated the risks and
16 benefits of settlement versus continued litigation, including the motion for summary judgment filed
17 by Defendant, challenges in seeking class certification on a contested basis, and the time and expense
18 of continued discovery and potential trial, as well as the benefits to the absent Class for the alleged
19 breach of contract by The Regents relating to alleged unauthorized striking activity.

20 11. As an additional risk to the Parties, including on the merits, the Parties disagree on the number
21 of days of alleged interrupted education at the University of California, Santa Cruz, and scope of the
22 interruption to classes and/or on-campus access during the Fall 2019 and Spring 2020 academic terms.
23 I believe a substantial challenge for Plaintiff in this case is determining which classes and aspects of
24 campus facilities were impacted and on which dates, including which teaching assistants cancelled
25 classes or ended classes early as part of the striking activity.

26 12. I am aware of only four objections and eight requests for exclusion received by the Claims
27 Administrator. I believe the objections are without merit.

13. My office has worked diligently with Defendant and the Claims Administrator to timely accomplish the class notice and in overseeing settlement administration thus far, including review of claims, requests for exclusion and the small number of objections. Throughout the settlement administration process, I was in frequent communication with the Claims Administrator, i.e., Simpluris Inc. (“Simpluris”) and counsel for The Regents. I reviewed periodic status reports from Simpluris.

14. I understand from the Claims Administrator, Simpluris, Inc., received 1,707 valid claim forms, which means that the individual Settlement Class Member recovery is approximately \$70.29, from the dedicated \$120,000 from the Settlement to pay such awards, which is separate from the up to \$280,000 to cover Attorneys’ Fees and Costs, Administration Expenses, and a Service Award.

15. In my opinion, this proposed Settlement, providing for an individual Settlement Class Member recovery of \$70.29, is fair, reasonable, and adequate under the circumstances, especially in light of substantial risks faced by Plaintiff as to class certification (were there to be contested motion practice) and on the merits. The decision to reach a settlement here was determined through a careful balance of the risks and benefits of settlement compared to continued and lengthy class action litigation, after more than four years of litigation, and several weeks of settlement negotiations.

16. I believe the settlement is fair, adequate and reasonable and should be given final approval.

17. I continue to be unaware of any conflict of interest between Plaintiff and the Class, or between Plaintiff and his attorneys. I am also unaware of any conflict of interest with the Claims Administrator.

18. Some Class Members requested that their contact information not be provided to the Claims Administrator for class notice purposes. It is my understanding that Defendant provided such individuals a class notice via email, directly.

19. The simple claim form for use in this settlement did not require proof of harm; instead, claimants were only required to affirm that they experienced educational interruption related to the striking activity during one or both of the relevant academic quarters. This was not required to be under penalty of perjury.

20. Class Members were afforded approximately 81 days to exercise their rights to submit a Claim, object or opt-out of the Settlement, based on notice commencing on May 1, 2025 and the deadline of July 21, 2025 for Class Members to exercise their rights under the Settlement.

Litigation Costs

21. Litigation costs for Plaintiff's counsel combined at the two law firms was \$16,741.84 (\$5,927.15 incurred by Kazerouni Law Group, APC, and \$10,814.69 incurred by CounselOne, PC¹) as of approximately June 12, 2025.

22. Since June 12, 2025,² through October 2, 2025, my firm has incurred additional costs of \$108.01. Those costs are as follows in the table below:

Printing – Draft fee brief for review and markup	\$10.35
One Legal Order # 25629915 (Motion For Fees and Costs)	\$82.81
Printing – Draft opposition to objections for review and markup	\$6.30
Printing – Draft final approval brief for review and markup	\$8.55
TOTAL	\$108.01

23. In total, the combined costs incurred by Class Counsel through October 2, 2025, is \$16,849.85.

24. In my opinion, the requested reimbursement of costs incurred thus far is fair and reasonable in this risky and complex action taken by my firm on a contingency fee basis for which no costs have been reimbursed to date and no fees have been received to date.

25. My office anticipates incurring additional costs through the final approval hearing scheduled for October 23, 2025, including to file the motion for final approval of settlement as well as the Plaintiff's response to objections to the settlement, and to prepare for the hearing.

¹ This includes costs incurred by co-counsel at CounselOne, PC, reported by Anthony J. Orshansky in his declaration signed June 10, 2025, to be \$10,814.69.

² The Motion for Attorneys' Fees, Costs and Service Award was filed on June 17, 2025.

1 I declare under penalty of perjury under the laws of California that the foregoing is true and
2 correct, and that this declaration was executed on October 3, 2025.

3 By: /s/ Jason A. Ibey
4 Jason A. Ibey
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1 ANTHONY J. ORSHANSKY (SBN 199364)
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Tel.: (310) 277-9945
6 Fax: (424) 277-3727

7 Attorneys for Plaintiff Jacob Chandler

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE – UNLIMITED CIVIL**
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13

14 JACOB CHANDLER, individually, and on
15 behalf of himself and all others similarly
situated,

16 Plaintiff,

17 v.

18 THE REGENTS OF THE UNIVERSITY OF
19 CALIFORNIA; and DOES 1 through 100,
20 inclusive,

21 Defendants.
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Case No. 30-2020-01169261-CU-BC-CXC

Assigned for all purposes to:
Hon. Layne Melzer, Dept. CX102

CLASS ACTION

**DECLARATION OF ANTHONY J.
ORSHANSKY IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date

Date: October 23, 2025
Time: 2:00 p.m.
Dept.: CX102

1 I, Anthony J. Orshansky, declare as follows:

2 1. I am an attorney licensed to practice law before all courts of the State of California.
3 I have personal knowledge of the facts herein and, if called as a witness, I could and would
4 competently testify to them.

5 2. I am a shareholder at the law firm of CounselOne, PC ("CounselOne"), counsel of
6 record for Plaintiff Jacob Chandler ("Chandler" or "Plaintiff") in the class action brought against
7 The Regents of the University of California ("Regents" or "Defendant"). Plaintiff and Defendant
8 are collectively referred to herein as the "Parties."

9 3. I am one of the appointed Class Counsel in this matter for settlement purposes, along
10 with my co-counsel at Kazerouni Law Group, APC.

11 4. I submit this declaration in support of Plaintiff's Motion for Final Approval of Class
12 Action Settlement.

13 **PROCEDURAL HISTORY AND SETTLEMENT**

14 5. Prior to initiating the lawsuit, my firm independently and thoroughly investigated the
15 claims herein and considered the facts and circumstances underlying the pertinent issues and
16 applicable law. This required thorough discussions and interviews with Plaintiff, previously-named
17 Plaintiff Jennifer Chandler, and other Class Members, as well as research into the various legal issues
18 involved in the case. After conducting the initial investigation, my firm determined that the claims
19 were well suited for class action adjudication owing to what appeared to be a common course of
20 conduct affecting a similarly situated group of students.

21 6. On November 9, 2020, former named Plaintiff Jennifer Chandler, individually and
22 on behalf of all others similarly situated, filed her Complaint for Damages, Equitable Remedies, and
23 Declaratory Relief against Defendant. (ROA #2.)

24 7. On February 23, 2021, Plaintiff Jennifer Chandler filed her First Amended
25 Complaint, asserting causes of action for Breach of Contract, Unjust Enrichment, and Promissory
26 Estoppel. (ROA #28.)

27 8. On November 10, 2021, Plaintiff Jacob Chandler filed the Second Amended
28 Complaint, substituting himself in place of Plaintiff Jennifer Chandler, individually and on behalf

1 of all others similarly situated, and asserting causes of action for Breach of Contract and Promissory
2 Estoppel. (ROA #100.) Defendant demurred to the SAC. (ROA #111.) On May 17, 2022, the Court
3 overruled the Demurrer as to the First Cause of Action, and sustained it without leave to amend as
4 to the Second Cause of Action. (ROA #155.) Defendant filed its Answer on June 16, 2022. (ROA
5 #158.)

6 9. Class Counsel interviewed Plaintiff and Class Members and analyzed the documents
7 and data produced to determine Defendant's degree of liability and potential amounts due in
8 damages. On February 17, 2023, the Parties participated in a mediation before Bruce A. Friedman,
9 Esq. of JAMS, which did not result in a settlement. However, the Parties continued to engage in
10 substantial formal written and oral discovery, including, but not limited to, the mutual exchange of
11 interrogatories and requests for production, as well as the oral deposition of Plaintiff on January 10,
12 2024.

13 10. On or about November 16, 2023, attorneys at Kazerouni Law Group, APC joined as
14 co-counsel in this action for Plaintiff Jacob Chandler.

15 11. Class Counsel conducted substantial formal and informal discovery prior to reaching
16 a settlement. Defendant produced information and documentation concerning the alleged violations,
17 such as student complaints about class disruptions, class cancellation/disruption logs, student
18 informational documents, terms and conditions documentation, policy documents, handbooks, fee
19 tables, course descriptions, advertisements, promotional materials, guidebooks, pamphlets,
20 templates of correspondence, transaction logs, grade records, emails, correspondence, budget
21 documentation, reports, account statements, calendars, catalogs, notices, agendas, minutes, bylaws,
22 salary charts, text messages, proposals, employment documents, access logs, and social media posts,
23 as well as various composite data in advance of and in preparation for mediation. Counsel met and
24 conferred at length regarding the information and documents produced.

25 12. After substantial discovery was exchanged between the Parties, the Parties engaged
26 in further settlement discussions. On April 18, 2024, the Parties filed their Notice of Settlement.
27 (ROA #250.)
28

1 13. On October 1, 2024, Plaintiff filed his Motion for Preliminary Approval of Class
2 Action Settlement and Certification of Settlement Class. (ROA #283.) On March 14, 2025, the Court
3 granted preliminary approval of the Settlement. (ROA #357.) On April 1, 2025, the Court entered
4 its Amended Order Granting Motion for Preliminary Approval of Class Action Settlement. (ROA
5 #377.) On April 28, 2025, the Court entered an order approving a modified notice to the Settlement
6 Class. (ROA #423.)

7 14. Under the Settlement, Defendant has agreed to pay the Gross Settlement Amount of
8 Four Hundred Thousand Dollars (\$400,000), which is comprised of two separate components: (i)
9 the Monetary Settlement Award of One Hundred Twenty Thousand Dollars (\$120,000), available to
10 Valid Claimants, and (ii) Costs and Fees, defined as Attorneys' Fees and Costs, Administration
11 Expenses, and any Service Enhancement Payment to the Class Representative, which shall be paid
12 separately and apart from the Monetary Settlement Award, up to Two Hundred Eighty Thousand
13 Dollars (\$280,000).

14 15. Given the benefits to Settlement Class Members, who need only submit a simple
15 claim form to receive a monetary recovery from the Monetary Settlement Award, as well as the risk
16 of reduced or no recovery if the litigation were to proceed towards contested and costly class
17 certification proceedings and trial, the proposed settlement merits final approval.

18 16. Both the Class Representative and Class Counsel believe it is desirable that the case
19 be fully and finally compromised and settled on the fair and reasonable terms of the Agreement,
20 without risks and further expense of litigation.

21 **EXPERIENCE OF ATTORNEYS AT COUNSELONE, PC ASSIGNED TO THIS CASE**

22 17. CounselOne and its attorneys have represented millions of consumers and employees
23 in numerous consumer and employment class actions throughout the nation. A substantial
24 percentage of CounselOne's practice is devoted to class action litigation, particularly in the areas of
25 consumer protection, consumer privacy, employment, and false advertising. By way of example,
26 CounselOne was certified as class counsel in a consumer-privacy action against Apple involving
27 almost one million Californians. (See *Deveroux v. Apple, Inc.* (May 26, 2018) Santa Clara County
28 Super. Ct. Case No. 1-14-CV-271773.)

1 18. CounselOne and its attorneys are well qualified because of our experience,
2 knowledge, and resources to act as counsel and represent the putative class in this action. A
3 substantial percentage of CounselOne's practice is devoted to litigating wage-and-hour and working
4 conditions violations, and the bulk of these cases are class and representative actions.

5 19. I am responsible for ultimate oversight of this matter on behalf of CounselOne. I
6 graduated *magna cum laude* from the University of California, Los Angeles in 1994 with a
7 bachelor's degree in economics. My focus in economics involved an emphasis on econometrics and
8 game theory in the decisional process, as well as directed research related to corporate decisions on
9 patentability over time. I developed a deep decisional business and tax base of knowledge working
10 at Big 4 accounting firms. Specifically, my economics and tax background and experience includes
11 working at the Big 4 accounting firms (Deloitte and KPMG), where I assisted multinational
12 companies to align their tax strategies to their business through a wide variety of compliance and
13 advisory services. I advised businesses from various sectors, including automotive, banking and
14 capital markets, life sciences, oil and gas, real estate, technology, and telecommunications. I also
15 assisted clients with cross-border tax structuring, planning, reporting, and risk management. The
16 depth and breadth of my experience in advising businesses and providing transactional services gives
17 me unique insight into how big businesses operate and make complex decisions within different
18 business divisions, as well as modeling ideas to obtain strategic outcomes..

19 20. I obtained my juris doctor degree from Loyola Law School in 1998, and I was
20 admitted to practice law in California in December 1998. I am admitted to practice in all California
21 state and federal courts, and have been admitted *pro hac vice* in class actions in multiple other states
22 and federal courts throughout the country.

23 21. A recognized Super Lawyer[™], I have devoted a substantial percentage of my law
24 practice to class action litigation, particularly in the areas of consumer protection, false-advertising,
25 unfair business practices, and employment. I have successfully pursued actions on behalf of
26 consumers and employees whose rights have been violated against a range of defendants, including
27 many Fortune 1000 companies, in consumer protection and employment class actions, as well as
28 other types of commercial litigation. I have pursued claims against well-known companies, such as

1 Apple, Inc., Verizon Wireless Services LLC, JP Morgan Chase Bank, N.A., Wells Fargo Bank, N.A.,
2 Ticketmaster, Inc., PricewaterhouseCoopers, LLP, Centex Homes, Walgreens Co., Monster Energy
3 Company, Target, Securitas Security Services USA, Inc., ManTech International Corporation, Best
4 Buy, Aramark Uniform & Career Apparel Group, Inc., Facebook, Inc., Group 1 Automotive, Inc.,
5 ABM Industries, Neiman Marcus Group, G2 Secure Staff, LLC, Adobe Systems, Flowers Bakeries,
6 LLC, Environmental Services, Inc., Men's Wearhouse, Inc., Ulta Salon, Cosmetics & Fragrance,
7 Inc., Parexel International, Bank of America, N.A., Merrill Lynch Pierce Fenner & Smith, FIA Card
8 Services, Inc., Diamond Foods, Inc., Loacker USA, Inc., Ikon, Hilton Hotel Corporation, DS Waters
9 of America, Live Nation Worldwide, Inc., ADT Security Services, Inc., Activision, Inc., Siemens
10 IT Solutions and Services, Inc., Loomis Armored, Godiva Chocolatier, Inc., Patina Restaurant
11 Group, LLC, Innovative Dining Group, and Gymboree, Inc.

12 22. I am a member of the Consumer Attorneys of California (CAOC), a professional
13 organization that represents the interests of 39 million Californians. I was a lecturer on Class and
14 Representative Action Settlements at the 2024 CAOC Seminar.

15 23. Jennifer L. Connor was the attorney responsible for much of the day-to-day
16 management of this matter on behalf of CounselOne. Ms. Connor has approximately 18 years of
17 experience litigating dozens of wage-and-hour and consumer class actions. Ms. Connor has been
18 appointed class counsel in both contested motions for certification and preliminary/final approval
19 stages of class action settlements. Ms. Connor served as second chair in a wage-and-hour arbitration
20 trial of an employee misclassification case. She also authored the merit briefs on behalf of plaintiff-
21 appellant in *Aryeh v. Canon Business Solutions, Inc.*, California Supreme Court Case No. S184929,
22 opinion published January 24, 2013. The *Aryeh* case was a unanimous opinion where the Supreme
23 Court held that continuing accrual applies to calculating the statute of limitations in unfair
24 competition law claims. Further, Ms. Connor has been invited as a lecturer for various CLE courses
25 on employment law issues.

26 24. Demetrius X. Lambrinos, who also worked on this matter for CounselOne, graduated
27 from the University of Iowa, College of Law in 2006, with a joint JD-MBA. Mr. Lambrinos
28 completed his undergraduate degree at the University of Redlands – Johnston College, with a BA in

1 philosophy. Mr. Lambrinos has extensive litigation experience, including handling commercial
2 litigation, contracts, antitrust and inverse condemnation related claims, consumer class action
3 defense, labor and employment issues, internal investigations, and insurance coverage cases. He was
4 designated as a Rising Star by Super Lawyers in 2015 and 2016 and was on the Northern California
5 Super Lawyers list from 2018 through 2022. Mr. Lambrinos has taken numerous depositions in high-
6 stakes class actions, including multiple nationwide antitrust class actions. He has handled all stages
7 of litigation from inception to resolution and generated hundreds of millions of dollars in settlements
8 on behalf of his clients. He has represented both plaintiffs and defendants, and served as first chair
9 in numerous depositions, oral arguments. He also served on a four-person team in a two-month long
10 bench trial in the Superior Court of Sacramento. He conducted an internal investigation for
11 California's Department of Water Resources on labor and employment litigation issues in the
12 *Oroville Dam Cases* (Super. Ct. No. JCCP4974). Mr. Lambrinos presents nationally, and
13 occasionally publishes articles on litigation-related topics.

14 25. The attorneys at CounselOne have litigated and successfully settled a number of class
15 actions. This background is helpful in assessing the reasonableness of settlements such as the one at
16 issue here, and from this experience the attorneys at CounselOne have concluded that this action
17 could not have been settled on better terms than provided under the present Settlement Agreement.

18 26. In sum, the attorneys at CounselOne are experienced in class actions, and are
19 adequate to represent the Class Members in these related actions as Class Counsel alongside
20 Kazerouni Law Group, APC.

21 27. Class Counsel believe that, under the circumstances, the Settlement is fair,
22 reasonable, and adequate, in the best interest of the Class, and merits final settlement approval,
23 including due to significant risks faced by both parties.

24 **LITIGATION COSTS AND EXPENSES INCURRED BY COUNSELONE**

25 28. As explained in the Fee Brief, CounselOne has incurred \$10,814.69 in litigation costs
26 and expenses as of approximately June 12, 2025. *See* ROA # 446, p. 8. Since that time, CounselOne
27 has not incurred additional expenses.

RESPONSE TO SETTLEMENT

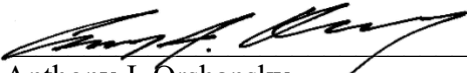
29. The Settlement provides every one of the 1,707 valid claimants with \$70.29 for alleged interruptions, representing meaningful recovery for Class Members.

30. Only eight requests for exclusion and four objections were received out of 17,780 Class Members, demonstrating exceptionally broad support for the Settlement.

31. As Class Counsel, I support final approval of the Settlement based on its substantial monetary benefits to the Class, the significant risks inherent in continued litigation, and the overwhelmingly positive reaction of the Class.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 30th day of September, 2025, at Beverly Hills, California.


Anthony J. Orshansky

KAZEROUNI LAW GROUP, APC
Abbas Kazerounian, Esq. (SBN 249203)
ak@kazlg.com
Gil Melili, Esq. (SBN 337116)
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

Attorney for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – UNLIMITED CIVIL**

JACOB CHANDLER, individually, and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2020-01169261-CU-BC-CXC

*Assigned for all purposes to
the Hon. Layne H. Melzer*

**DECLARATION OF JACOB CHANDLER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 23, 2025

Time: 2:00 p.m.

Dept.: CX-102

1 **I, JACOB CHANDLER, declare:**

- 2 1. I am the named Plaintiff in this above-captioned putative class action against The Regents of
3 the University of California (“Defendant”). If called as a witness, I would competently testify
4 to the matters herein from personal knowledge.
- 5 2. I am filing this declaration in support of Plaintiff’s Motion for Final Approval of Class Action
6 Settlement.
- 7 3. I have been appointed as the Class Representative in this matter for settlement purposes. I
8 continue to be willing to serve as a Class Representative, and I continue to understand the
9 obligations of serving as class representative.
- 10 4. My attorneys have informed me that the Claims Administrator reports there are 1,707 valid
11 claims that were timely received, and that the individual Class Member recovery is therefore
12 \$70.29 based on the number of valid claims.
- 13 5. My attorneys have also informed me that the Claims Administrator reports receiving only 8
14 requests to be excluded from the Settlement and only 4 objections out of what I understand to
15 be 17,780 Class Members. Based on these figures, I believe that the Class Members largely
16 favor the Settlement. I have also reviewed the 4 objections and do not believe that they present
17 valid reasons to withhold final approval of the Settlement.
- 18 6. I believe the settlement to be fair and reasonable based on the cash payment amount of \$70.29
19 to valid claimant and the benefits of settlement in terms of avoiding further expense and risks
20 in this case if litigation were to continue.
- 21 7. I fully support the request for the Court to give final approval to this class action settlement.

22 I declare under penalty of perjury under the laws of California that the foregoing is true and
23 correct, and that this declaration was executed on September 29, 2025.

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25
26 By: Jacob Chandler
27 Jacob Chandler
28

1 **KAZEROUNI LAW GROUP, APC**
2 Abbas Kazerounian, Esq. (SBN 249203)
3 ak@kazlg.com
4 Gil Melili, Esq. (SBN 337116)
5 245 Fischer Avenue, Unit D1
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7 Telephone: (800) 400-6808
8 Facsimile: (800) 520-5523
9 *Attorneys for Plaintiff*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – UNLIMITED CIVIL**

JACOB CHANDLER, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 30-2020-01169261-CU-BC-
CXC

*Assigned for all purposes to
the Hon. Layne H. Melzer*

**DECLARATION OF MEAGAN
BRUNNER REGARDING CLASS
NOTICE AND SETTLEMENT
ADMINISTRATION**

I, Meagan Brunner, declare as follows:

1. Under penalties as provided by law, I certify that the statements set forth in this instrument are true and correct, except as to matters herein stated to be on information and belief, and as to such matters, I certify that I believe the same to be true.

2. I am Director of Client Services at Simpluris, Inc. (“Simpluris”). Simpluris is a national full-service class action notice and Settlement Administrator located in Costa Mesa, California.

3. Simpluris has been executing notice plans and administering class action settlements since 2007. In that time, we have been appointed in over 10,000 cases and distributed over \$10 billion in funds. Our leadership team has over 100 years of combined industry experience that includes some of the largest class action administrations in the United States, including *In re: Equifax, Inc., Customer Data Security Breach*, Case No. 1:17-md-2800 (N.D. Ga.) and *In re: Premera Blue Cross Customer Data Security Breach*, Case No. 3:15-md-2633 (D. Or.). Additional, representative cases include *In re:*

1 *Ambry Genetics Data Breach Litigation*, Case No. 8:20-cv-00791 (C.D. Cal.); *Orellana v. Planned*
2 *Parenthood of Los Angeles*, Case No. 21STCV44106, Cal. Sup. Ct. (Los Angeles); *Cordova et al. v.*
3 *United Education Institute et al.*, Case No. 37-2012-00083573, Cal. Sup. Ct. (San Diego); *Shuts v.*
4 *Covenant Holdco, LLC*, Case No. RG10551807, Cal. Sup. Ct. (Alameda); *Hamilton et al. v. Suburban*
5 *Propane Gas Corp.*, Case No. BC433779, Cal. Sup. Ct. (Los Angeles); *Upadhyay et al. v. Prometheus*
6 *Real Estate Group*, Case No. 1-08-CV-118002, Cal. Sup. Ct. (Santa Clara); *Starke v. Stanley Black &*
7 *Decker Inc.*, Case No. C-03-CV-21-001091, Md. Cir. Ct. (Baltimore); and *Hale v. Manna Pro Products*
8 *LLC*, Case No. 2:18-cv-00209 (E.D. Cal.).

9 4. Simpluris was appointed by the Court in the Amended Order Granting Preliminary
10 Approval of Class Action Settlement and Certification of Settlement Class entered April 1, 2025, to
11 provide settlement administration services in this settlement. In this capacity, Simpluris was charged
12 with the following duties:

- 13 a. Establishing and maintaining a Settlement-specific website at
14 www.ChandlerUCSCSettlement.com;
 - 15 b. Establishing and maintaining a Settlement-specific toll-free phone number
16 (1-833-296-0833);
 - 17 c. Formatting for printing and mailing a Notice Packet to Settlement Class Members;
 - 18 d. Formatting and sending Email Notice to Settlement Class Members;
 - 19 e. Receiving and processing Settlement Class Members' requests for exclusion from the
20 proposed settlement and objections to the proposed settlement;
 - 21 f. Receiving, processing and validating Settlement Class Members' Claim Forms;
 - 22 g. Processing and issuing payments via check, PayPal, Venmo, and/or Zelle to Settlement
23 Class Members, and sending payments to the Settlement Class Representative and
24 Settlement Class Counsel;
 - 25 h. Providing counsel for the Parties with weekly status reports; and
 - 26 i. Other tasks as the Parties mutually agree or the Court orders Simpluris to perform.
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28

DIRECT NOTICE PROGRAM

5. Pursuant to the Parties' First Amended Class Action Settlement Agreement ("Agreement") and the Amended Preliminary Approval Order, Simpluris formatted the Mail Notice, Claim Form, Sample Exclusion Form and Sample Objection Form to be sent by mail, and an Email Notice to be sent via email. The long-form notice, Claim Form, Sample Exclusion Form and Sample Objection Form were also made available on the Settlement Website.

6. The Notices advised Settlement Class Members of their rights to submit a claim, request exclusion from the settlement, object to the settlement, or do nothing, and the implications of each such action. The Notices advised Settlement Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Settlement Class Members could obtain additional information.

7. On or about April 17, 2025, Counsel for Defendant provided Simpluris with a data file containing 17,774 known Settlement Class Member names, mailing addresses, telephone numbers and email addresses, if known.

8. Upon receipt of the Class List, Simpluris reviewed the data to ensure it was in a proper format for distributing the Notice via U.S. Mail. To ensure that the Notice would be delivered to class members, Simpluris compared the address data against the United States Postal Service ("USPS") National Change of Address ("NCOA") database and updated the data to a Settlement-specific database with the changes received from NCOA. The final class list was confirmed to contain 17,774 Settlement Class Members. For 1,116 Settlement Class Members that list did not contain a valid email address and therefore such persons were to receive Mail Notice. For 16,643 Settlement Class Members that list contained a valid email address. And for 15 Settlement Class Members that list did not contain either a valid mailing address or email address.

9. On May 1, 2025, Simpluris timely sent the Email Notice to 16,643 Settlement Class Members for whom a valid email address was available. Of those 16,643 Settlement Class Members, Simpluris successfully delivered Email Notice to 12,995 Settlement Class Members. Attached hereto as **Exhibit A** is a true and correct copy of the Email Notice.

1 10. On May 1, 2025, Simpluris timely mailed the Mail Notice, Claim Form, Exclusion Form
2 and Objection Form (“Notice Packet”) to the 1,116 Settlement Class Members for whom a valid mailing
3 address was available and did not contain a valid email address. Attached hereto as **Exhibits B - E** are
4 true and correct copies of the Mail Notice, Claim Form, Exclusion Form, and Objection Form.

5 11. As of September 2, 2025, 80 Notice Packets have been returned by USPS. For the
6 mailings returned without a forwarding address, Simpluris performed an advanced address search (i.e.
7 skip trace) on these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis.
8 Simpluris used each Class Member’s name and previous address to locate a more current address. Of
9 the 80 returned Notices, 48 Notices were re-mailed to either a newfound address or with forwarding
10 addresses provided by USPS, and 32 Notices were determined to be undeliverable because no updated
11 address was available.

12 12. At the request of Class Counsel, on or about May 8, 2025, Simpluris performed a skip
13 trace in an attempt to locate valid email addresses for 2,475 Settlement Class Members for whom did
14 not receive a successful Email Notice and for whom sufficient contact information was available for the
15 skip trace. Of the 2,475 Settlement Class Members, Simpluris successfully located a new email address
16 for 566 individuals. The supplemental Email Notice was sent on May 14, 2025. The remaining 1,909
17 individuals were mailed a Notice Packet on May 16, 2025. As of September 2, 2025, 100 Notice Packets
18 have been returned by USPS. Of the 100 returned Notices, 74 Notices were re-mailed to either a
19 newfound address or with forwarding addresses provided by USPS, and 26 Notices were determined to
20 be undeliverable because no updated address was available.

21 13. As of September 2, 2025, the direct notice reach is 94.64%.

22 **WEBSITE AND TELEPHONE NUMBER**

23 14. Simpluris prepared and maintains a Settlement Website at
24 www.ChandlerUCSCSettlement.com that includes important dates and deadlines, and Settlement-
25 related documents, including the First Amended Class Action Settlement Agreement and Release, the
26 Preliminary Approval Order and a downloadable version of the Notice of Class Action Settlement and
27 Claim Form. The website has been available to the public since May 1, 2025. As of September 2, 2025,
28

1 the website has been visited by 64 unique visitors with 188 page views. Attached hereto as **Exhibit F** is
2 a true and correct copy of the Notice of Class Action Settlement.

3 15. A Settlement-specific toll-free telephone number was included in the notice and on the
4 website for the purpose of allowing Settlement Class Members to make inquiries regarding the
5 Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation
6 throughout the settlement administration. The toll-free telephone number included in the notice and on
7 the website is 1-833-296-0833. This telephone number is active and has been available to the public
8 since May 1, 2025. The Settlement-specific toll-free telephone number has received 70 phone calls
9 between May 1, 2025, and September 2, 2025.

10 **DIGITAL NOTICE PROGRAM**

11 16. To supplement the direct notice program, Simpluris implemented a digital notice
12 program (i.e., Media Notice). The program consisted of digital ads on the Facebook and Instagram social
13 media platforms. The ads were targeted to users aged 21–28 who had an expressed or observed interest
14 in the University of California, Santa Cruz. Attached hereto as **Exhibit G** is a copy of the Media Notice.

15 17. The campaign ran for thirty days, from May 1, 2025, through May 30, 2025.

16 18. The ads resulted in 187,044 impressions, which generated 683 interactions (“clicks”).

17 **CLAIM FORM SUBMISSIONS**

18 19. The deadline to submit a Claim Form was July 21, 2025. As of September 2, 2025,
19 Simpluris has received 1,715 Claim Form submissions. Of the 1,715 Claim Forms, 8 Claim Forms were
20 determined to be invalid (including for reasons of duplicate submission or missing signature),
21 additionally 2 are invalid because the Class Member submitted both a request for exclusion and Claim
22 Form (with the request for exclusion controlling), and the remaining 1,707 Claim Forms were
23 determined to be valid.

24 20. The Claim Form deficient for missing a signature was promptly mailed a deficiency
25 notice. The Settlement Class Member was given 21 days to cure the deficiency. The Class Member did
26 not respond to the deficiency letter, and therefore their claim was deemed invalid.

21. The 1,707 valid Claim Forms represents approximately 9.6% of the Settlement Class, which is in line with Class Counsel's estimate of between 5 and 10% reflected in the long-form notice on the Settlement Website.

22. Based on the 1,707 valid Claim Forms, the individual recovery per valid Settlement Class member is approximately \$70.29.¹

REQUESTS FOR EXCLUSION AND OBJECTIONS

23. The postmark and online deadline for Settlement Class Members to submit a request for exclusion from the proposed Settlement was July 21, 2025.

24. As of September 2, 2025, Simpluris has received eight (8) requests for exclusion from the proposed Settlement. There are no deficiencies with these eight requests for exclusion. Attached hereto as **Exhibit H** is a true and correct list of the eight individuals who have requested to be excluded from the Settlement.

25. The postmark and online deadline for Settlement Class Members to submit an objection to the proposed Settlement was also July 21, 2025.

26. As of September 2, 2025, Simpluris has received four (4) objections to the proposed Settlement. The four objections were timely and were each submitted through the online portal.

27. Of the four objectors who did not submit a request exclusion from the Settlement, two submitted a Claim Form. Those two objectors are Jeremy J Sandhill and Rachel Adele Schwartz.

28. Attached hereto as **Exhibit I** is a true and correct representation of the content of the four objections, made by Jeremy J Sandhill, John Joseph Routs Mete, Rachel Adele Schwartz, and Aria Natalie Rose Diamond.

ADMINISTRATIVE COSTS

29. Simpluris's total costs for services in connection with class notice and the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, will be \$26,963.00. The costs increased by \$7,495.00 from the original estimate due to

¹ This estimate is calculated as follows: $\$120,000 / 1,707 = \text{Approx. } \70.29 .

1 the additional mailed notice efforts and the skip trace performed to locate email addresses, as described
2 in paragraph 11 of this Declaration and in the prior June 11, 2025 declaration of Jacob J. Kamenir.

3
4
5 **CONCLUSION**

6 30. In summary, it is my professional opinion that the Notice Plan described herein provided
7 full and proper notice to Settlement Class members before the claims, opt-out, and objection deadlines.
8 Also, the Notice Plan implemented here was the best notice practicable under the circumstances, fulfilling
9 all due process requirements and fully comporting with California Civil Procedure § 382.

10 I declare under penalty of perjury under the laws of the state of California that the foregoing is
11 true and correct.

12
13 Date: September 29, 2025

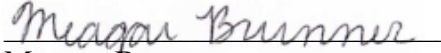
14
15 
16 Meagan Brunner

EXHIBIT A

Chandler v. The Regents of the University of California – Email Notice

From: noreply@ChandlerUCSCSettlement.com
To: «Class Member Email»
Re: Notice of UC Santa Cruz Class Action and Proposed Settlement

Class Member Name: «Firstname» «Lastname»

Class Member ID: «SIMID»

Unique ID: «Claim Login ID»

PIN: «PIN»

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Chandler v. The Regents of the University of California, Case No. 30-2020-01169261-CU-BC-CXC

SUPERIOR COURT OF CALIFORNIA, ORANGE COUNTY

If you attended the University of California, Santa Cruz, during the Fall 2019 and/or Winter 2020 academic quarters, you could get a payment from a class action settlement.

A court has authorized this notice. This is not a solicitation from a lawyer.

Why have I received this notice?

A settlement has been reached in a class action lawsuit (the “Settlement”) against the Regents of the University of California (“Defendant”) involving alleged unauthorized strikes which may have led to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life on the University of California, Santa Cruz (“UCSC”) campus during the Fall 2019 and Winter 2020 academic quarters (the “Class Period”). A Court has authorized this notice because you have a right to know about the proposed Settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the proposed Settlement, and your legal rights. You have received this email notice because the records of the Regents of the University of California indicate that you (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters and (ii) were enrolled in one or more courses prior to March 10, 2020, that was designated as in person, at UCSC.

What is the lawsuit about?

This lawsuit seeks to recover economic losses relating to the lack of in-person classes and/or on-campus resources at UCSC during the Fall 2019 and Winter 2020 academic quarters resulting from “wildcat” strikes. Specifically, the lawsuit alleges that Defendant breached a contract it formed with Class Members due to several days of

canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students' education and campus life at UCSC. Defendant denies these allegations.

Settlement Class Counsel anticipate seeking a combined award of \$256,532 as attorneys' fees and costs, and a Service Award of \$4,000 to Plaintiff for his efforts in representing the Settlement Class. Administration Expenses are estimated to be \$19,468. Any such amounts awarded by the Court will be paid separate and apart from cash payments to Settlement Class Members who submit a valid and timely claim.

What are the benefits of the Settlement?

If the Court grants final approval of the Settlement and the Settlement becomes effective (the "Effective Date"), Settlement Class Members who submit a valid and timely claim will be entitled to a pro rata share of \$120,000.00. By way of example only, if the Court finally approves the Settlement in this Action, and 1,000 Settlement Class Members have submitted valid and timely Claim Forms, then each of the 1,000 Settlement Class Members are expected to receive \$120.00 as their Individual Settlement Payment. The Individual Settlement Payment each Valid Claimant is expected to receive depends on the number of valid claims that the Claims Administrator receives. The fewer valid claims received by the Claims Administrator, the larger the Individual Settlement Payment is expected to be, and vice versa. There are an estimated **17,780** Settlement Class Members.

Settlement Class Members are entitled to make only one claim each, regardless of whether they were enrolled in one or both of Fall 2019 or Spring 2020 terms.

Claim Forms must be postmarked by or received online via the Settlement Website, no later than July 21, 2025.

To obtain a cash payment, you must submit a Claim Form by mail or online and provide all the information requested in the Claim Form. The Claim Form is available for download and printing from the Settlement Website and may also be submitted electronically online through a portal on the Settlement Website.

What am I giving up in exchange for the Settlement Benefits?

If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all the claims described and identified in **Section XIV** of the Settlement Agreement. In essence, the claims Class Members are releasing are all claims arising out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged authorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement Agreement is provided with this Notice. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. The Settlement Agreement is located at www.ChandlerUCSCSettlement.com.

How can I exclude myself from the class?

If you don't want to make a claim and you don't want to be legally bound by the Settlement, your **Request for Exclusion must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025.** If you do not submit a valid and timely Request for Exclusion, you will not be able to sue, or continue to sue, Defendant about the claims and allegations in this case in any other proceeding. Refer to the Settlement Website and the Class Notice for information and instructions on

how to exclude yourself. Failure to comply with any of these requirements for excluding yourself may result in you being bound by this Settlement. A sample Exclusion Form is available for download from the Settlement Website (www.ChandlerUCSCSettlement.com). If 1,000 or more Settlement Class Members timely exclude themselves from the Settlement, either Defendant or Plaintiff may elect to terminate the First Amended Settlement Agreement.

How can I object?

If you want to stay in the Settlement Class, but you want to object to the Settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your **Objection must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025. Alternatively, you may make an objection orally at the Final Approval Hearing.** Refer to the Settlement Website and the Class Notice for information and instructions on how to object. A sample Objection Form is available for download from the Settlement Website (www.ChandlerUCSCSettlement.com).

Mailing Address for Claims Administrator

To mail your completed Claim Form, Objection Form or Exclusion Form to the Claims Administrator, it must be sent to the following address:

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Do I have a lawyer in this case?

Yes. The Court has appointed Kazerouni Law Group, APC, and CounselOne, PC, to represent the Settlement Class. These attorneys are called Settlement Class Counsel. You will not be charged for their services. Settlement Class Counsel are as follows:

Abbas Kazerounian
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com
Anthony J. Orshansky
COUNSELONE, PC
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
anthony@counselonegroup.com

Jason A. Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
jason@kazlg.com

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

The Court's Final Approval Hearing

Judge Layne H. Melzer will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **October 23, 2025 at 2:00 p.m. PST** from the Orange County Superior Courthouse, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701, in Department CX 102. At this hearing, Judge Melzer will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Class Members, if any,

have merit. We do not know how long the Court's decision will take, and the hearing date may change without further notice so please visit the Settlement Website for updated information.

Where can I get more information?

This notice summarizes the proposed Settlement. Please visit the Settlement Website at www.ChandlerUCSCSettlement.com or call toll free (833) 296-0833 to obtain more complete information about the proposed settlement and your rights and options. Additionally, you may check the court's Registrar of Actions for this case by going to <https://www.occourts.org/online-services/case-access> and selecting "Civil Case & Document Access."

**YOU CAN ASK THE CLAIMS ADMINISTRATOR TO MAIL YOU COPIES OF THE CLASS NOTICE,
CLAIM FORM, EXCLUSION FORM, AND OBJECTION FORM BY CALLING
1-833-296-0833**

EXHIBIT B

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Chandler v. The Regents of the University of California, Case No. 30-2020-01169261-CU-BC-CXC

SUPERIOR COURT OF CALIFORNIA, ORANGE COUNTY

«IMbJullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»

«Address1» «Address2»

SIMID «SIMID»
«BarcodeString»

«City», «State» «Zip»-«ZipDPC3»

Class Member ID: «SIMID»

Notice ID: «Claim Login ID»

PIN: «PIN»

If you attended the University of California, Santa Cruz, during the Fall 2019 and/or Winter 2020 academic quarters, you could get a payment from a class action settlement.

A court has authorized this notice. This is not a solicitation from a lawyer.

Why have I received this notice?

A settlement has been reached in a class action lawsuit (the “Settlement”) against the Regents of the University of California (“Defendant”) involving alleged unauthorized strikes which may have led to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life on the University of California, Santa Cruz (“UCSC”) campus during the Fall 2019 and Winter 2020 academic quarters (the “Class Period”). A Court has authorized this notice because you have a right to know about the proposed Settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the proposed Settlement, and your legal rights. You have received this mailed notice because the records of the Regents of the University of California indicate that you (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters and (ii) were enrolled in one or more courses prior to March 10, 2020, that was designated as in person, at UCSC.

What is the lawsuit about?

This lawsuit seeks to recover economic losses relating to the lack of in-person classes and/or on-campus resources at UCSC during the Fall 2019 and Winter 2020 academic quarters resulting from “wildcat” strikes. Specifically, the lawsuit alleges that Defendant breached a contract it formed with Class Members due to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life at UCSC. Defendant denies these allegations.

Page 1 of 4

NOTICE OF CLASS ACTION SETTLEMENT

«Barcode»
«BarcodeString»

SIMID «SIMID»

Settlement Class Counsel anticipate seeking a combined award of \$256,532 as attorneys' fees and costs, and a Service Award of \$4,000 to Plaintiff for his efforts in representing the Settlement Class. Administration Expenses are estimated to be \$19,468. Any such amounts awarded by the Court will be paid separate and apart from cash payments to Settlement Class Members who submit a valid and timely claim.

What are the benefits of the Settlement?

If the Court grants final approval of the Settlement and the Settlement becomes effective (the "Effective Date"), Settlement Class Members who submit a valid and timely claim will be entitled to a pro rata share of \$120,000.00. By way of example only, if the Court finally approves the Settlement in this Action, and 1,000 Settlement Class Members have submitted valid and timely Claim Forms, then each of the 1,000 Settlement Class Members are expected to receive \$120.00 as their Individual Settlement Payment. The Individual Settlement Payment each Valid Claimant is expected to receive depends on the number of valid claims that the Claims Administrator receives. The fewer valid claims received by the Claims Administrator, the larger the Individual Settlement Payment is expected to be, and vice versa. There are an estimated **17,780** Settlement Class Members.

Settlement Class Members are entitled to make only one claim each, regardless of whether they were enrolled in one or both of Fall 2019 or Spring 2020 terms.

Claim Forms must be postmarked by or received online via the Settlement Website, no later than July 21, 2025.

To obtain a cash payment, you must submit a Claim Form by mail or online and provide all the information requested in the Claim Form. A Claim Form is provided with this Notice. The Claim Form is also available for download and printing from the Settlement Website and may also be submitted electronically online through a portal on the Settlement Website.

What am I giving up in exchange for the Settlement Benefits?

If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all the claims described and identified in **Section XIV** of the Settlement Agreement. In essence, the claims Class Members are releasing are all claims arising out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged authorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement Agreement is provided with this Notice. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. The Settlement Agreement is located at www.ChandlerUCSCSettlement.com.

How can I exclude myself from the class?

If you don't want to make a claim and you don't want to be legally bound by the Settlement, your **Request for Exclusion must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025.** If you do not submit a valid and timely Request for Exclusion, you will not be able to sue, or continue to sue, Defendant about the claims and allegations in this case in any other proceeding. Refer to the Settlement Website and the Class Notice for information and instructions on how to exclude yourself. Failure to comply with any of these requirements for excluding yourself may result in

you being bound by this Settlement. A sample Exclusion Form is included with this Notice and is also available for download from the Settlement Website (www.ChandlerUCSCSettlement.com). If 1,000 or more Settlement Class Members timely exclude themselves from the Settlement, either Defendant or Plaintiff may elect to terminate the First Amended Settlement Agreement.

How can I object?

If you want to stay in the Settlement Class, but you want to object to the Settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your **Objection must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025. Alternatively, you may make an objection orally at the Final Approval Hearing.** Refer to the Settlement Website and the Class Notice for information and instructions on how to object. A sample Objection Form is included with this Notice, and is also available for download from the Settlement Website (www.ChandlerUCSCSettlement.com).

Mailing Address for Claims Administrator

To mail your completed Claim Form, Objection Form or Exclusion Form to the Claims Administrator, it must be sent to the following address:

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Do I have a lawyer in this case?

Yes. The Court has appointed Kazerouni Law Group, APC, and CounselOne, PC, to represent the Settlement Class. These attorneys are called Settlement Class Counsel. You will not be charged for their services. Settlement Class Counsel are as follows:

Abbas Kazerounian
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com
Anthony J. Orshansky
COUNSELONE, PC
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
anthony@counselonegroup.com

Jason A. Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
jason@kazlg.com

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

The Court's Final Approval Hearing

Judge Layne H. Melzer will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **October 23, 2025 at 2:00 pm PST** from the Orange County Superior Courthouse, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701, in Department CX 102. At this hearing, Judge Melzer will determine whether

the Settlement is fair, adequate, and reasonable and whether the objections by Class Members, if any, have merit. We do not know how long the Court's decision will take, and the hearing date may change without further notice so please visit the Settlement Website for updated information.

Where can I get more information?

This notice summarizes the proposed Settlement. Please visit the Settlement Website at www.ChandlerUCSCSettlement.com or call toll free (833) 296-0833 to obtain more complete information about the proposed settlement and your rights and options. Additionally, you may check the court's Registrar of Actions for this case by going to <https://www.occourts.org/online-services/case-access> and selecting "Civil Case & Document Access."

IF YOU DO NOT HAVE INTERNET ACCESS, YOU CAN ASK THE CLAIMS ADMINISTRATOR TO MAIL YOU COPIES OF THE CLASS NOTICE, CLAIM FORM, EXCLUSION FORM, AND OBJECTION FORM BY CALLING 1-833-296-0833.

EXHIBIT C

**Your claim must
be submitted
online or
postmarked by:
July 21, 2025**

CLAIM FORM TO RECEIVE SETTLEMENT BENEFITS FROM

Chandler v. The Regents of the University of California

CASE NO: 30-2020-01169261-CU-BC-CXC

www.ChandlerUCSCSettlement.com

PLEASE TYPE OR PRINT LEGIBLY

*You must complete this Claim Form and supply all of the following
information in order to obtain the benefits available under this Settlement.
Only one claim per Class Member.*

I. CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address (optional)

**Notice ID (if you received Notice about the Settlement,
it can be found above your name on the Notice)**

Seven-Digit UCSC Student Identification Number (optional)

II. AFFIRMATION

Between September 21, 2019, and March 10, 2020, at the University of California, Santa Cruz, I experienced at least one of the following on a day when in-person educational instruction was normally expected to occur: (i) cancellation of a class or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities or services; or (iv) restricted access to on-campus facilities or services.

III. CLAIMANT CERTIFICATION

I certify that the information above and the documents I have supplied are true and correct.

Signed On: _____
(DD/MM/YYYY)

in _____, _____.
(City) (State)

(Sign your name here)

(Type or print your name here)

(Capacity of person signing - if applicable)

COMPLETED CLAIMS FORMS CAN BE SUBMITTED BY MAIL OR ONLINE

IF SUBMITTING BY MAIL, COMPLETE THIS CLAIM FORM AND MAIL IT, POSTMARKED ON OR BEFORE **JULY 21, 2025** TO:

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

IF SUBMITTING ONLINE, COMPLETE AND SUBMIT THE CLAIM FORM AVAILABLE AT WWW.CHANDLERUCSCSETTLEMENT.COM ON OR BEFORE **JULY 21, 2025**.

EXHIBIT D

REQUEST FOR EXCLUSION FORM

If you exclude yourself from the Settlement Class (also called “opting out”), you will be giving up your right to receive any benefits under the Settlement, but you will retain any rights you may have to bring your own, separate lawsuit about the issues in the present lawsuit named *Chandler v. The Regents of the University of California*, Case No.: 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County). You can exclude yourself on an individual basis only; so-called “mass” or “class” opt outs are not allowed.

To exclude yourself, you must either make a Request for Exclusion by mailing such request in writing to the Claims Administrator or submit it via the online portal on the Settlement Website, no later than **July 21, 2025**. You may use this form, which is provided as an example. A Request for Exclusion must: (A) include your full name and current address; (B) contain a clear and specific statement of your desire to be excluded from the Settlement in *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County); and (C) include your signature. You may also include your telephone number and e-mail address (if any).

If you mail your Request for Exclusion, it must be mailed to the address below and postmarked by **July 21, 2025**.

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Request for Exclusion Statement: I hereby elect to be excluded from the Settlement Class in *Chandler v. The Regents of the University of California*, Case No.: 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County) and from any judgment entered pursuant to the Settlement. I do not wish to be a Settlement Class Member. I understand that by excluding myself from the Settlement, I will not receive any benefits from the Settlement.

Name **and** Address of Person Completing this Exclusion Form (required)

Telephone Number (optional)

Email Address (optional)

Signature (required)

Date: _____

EXHIBIT E

OBJECTION TO SETTLEMENT

Complete this form only if you wish to object to the Settlement. Your objection must either be made in writing, by mailing your objection to the Claims Administrator or submitting your objection via the online portal on the Settlement Website, by **July 21, 2025**, or you may make an objection orally at the Final Approval Hearing. Refer to the Settlement Website www.ChandlerUCSCSettlement.com for the date, time and location of the Fairness Hearing. You may use this form for your objection. You may speak at the Final Approval Hearing or have your own lawyer do so for you, but that is not required; the judge will consider your objection whether or not you come to the Final Approval Hearing and whether or not you hire a lawyer. You may include any documents you want the judge to consider with your objection.

If you mail your Objection, it must be mailed to the address below and postmarked by **July 21, 2025**.

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Objection Statement: I was an undergraduate student at the University of California, Santa Cruz, during the Fall 2019 and/or Spring 2020 terms, and I hereby object the Settlement in *Chandler v. The Regents of the University of California*, Case No.: 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County).

Name (first & last) **and** Address of Person Completing this Objection Form (required)

Telephone Number (required)

Email Address (optional)

Signature (required)

Date: _____

The basis for my objection is:

Check as appropriate (optional):

- ☐ I have included documents I want the judge to consider with my objection.
- ☐ I intend to appear and speak to the judge at the Final Approval Hearing.

EXHIBIT F

Superior Court of California, Orange County

If you attended the University of California, Santa Cruz, during the Fall 2019 and/or Winter 2020 academic quarters, you could get a payment from a class action settlement.

A court has authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit (the “Settlement”) against the Regents of the University of California (“Defendant”) involving alleged unauthorized strikes which may have led to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life on the University of California, Santa Cruz, campus during the Fall 2019 and Winter 2020 academic quarters (the “Class Period”).
- The Settlement provides an opportunity to obtain a Settlement check.
- Your legal rights are affected whether you act or don’t act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		
SUBMIT A CLAIM FORM	Make a claim to receive a payment by check as the Settlement award.	Claims must be postmarked or submitted online by July 21, 2025. <i>See Question 8, below.</i>
EXCLUDE YOURSELF	Write to the Claims Administrator to opt out of the Settlement. This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendant about the legal claims released in this Settlement.	Requests for Exclusion must be postmarked or submitted online by July 21, 2025. <i>See Questions 11-14, below.</i>
OBJECT	Write to the Claims Administrator or tell the judge at the Final Approval Hearing about why you do not like the Settlement.	Written objections must be postmarked or submitted online by July 21, 2025. Alternatively, objections may be made orally at the Final Approval Hearing. <i>See Question 19, below.</i>
GO TO A HEARING	Whether or not you object, you or your attorney may speak in court to the judge about the Settlement.	The Final Approval Hearing is currently scheduled for October 23, 2025 at 2:00 p.m. <i>See Questions 22-23, below.</i>

DO NOTHING	Give up the benefits you may be entitled to under the Settlement and your right to be part of any other lawsuit against the Defendant about the legal claims released by the Settlement.	<i>See Question 24, below.</i>
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- These rights and options -- ***and the deadlines to exercise them*** -- are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement before any benefits can be distributed. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why have I received this notice?
2. What is the lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT

5. How do I know if I am part of the Settlement?

THE BENEFITS: WHAT YOU GET

6. What are the benefits of the Settlement?
7. What am I giving up in exchange for the Settlement check?

HOW TO GET BENEFITS

8. How do I get a Settlement check?
9. What if my claim is deficient or denied?
10. When will I get a Settlement check?

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. Can I exclude myself from this Settlement?
12. If I exclude myself, can I get anything from this Settlement?
13. If I don't exclude myself, can I sue later?
14. How do I exclude myself from the Settlement?

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?
16. How will the lawyers be paid?

COMPENSATION TO CLAIMS ADMINISTRATOR

17. How will the Claims Administrator be paid?

COMPENSATION TO CLASS REPRESENTATIVE

18. How will the Class Representative be compensated for his time and efforts?

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court if I don't like the Settlement?
20. What's the difference between objecting and excluding yourself?

THE COURT'S FINAL APPROVAL HEARING

21. When and where will Judge Melzer decide whether to approve the Settlement?
22. Do I need to go to the hearing?
23. May I speak at the hearing?

WHAT IF I DO NOTHING?

24. What happens if I do nothing?

GETTING MORE INFORMATION

25. Are there more details about the Settlement?

QUESTIONS? VISIT WWW.CHANDLERUCSCSETTLEMENT.COM OR CALL (833) 296-0833

1. Why have I received this notice?

A Court has authorized this notice because you have a right to know about the proposed Settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the proposed Settlement, and your legal rights. If you attended the University of California, Santa Cruz (“UCSC”) during the Fall 2019 and/or Spring 2020 academic quarters (the “Class Period”), you may be a Settlement Class Member. If you received a notice of the proposed settlement via email, it is because the records of the Regents of the University of California indicate that you (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters and (ii) were enrolled in one or more courses prior to March 10, 2020, that was designated as in person, at UCSC.

The Honorable Layne H. Melzer of the Superior Court of California, Orange County, is overseeing this class-action lawsuit, known as *Chandler v. the Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County) (the “Action”). Jacob Chandler is the person who brought this Action and is called the “Plaintiff” or “Class Representative.” The institution that is being sued, the Regents of the University of California, is called the “Defendant.”

2. What is the lawsuit about?

This lawsuit seeks to recover economic losses relating to the lack of in-person classes and/or on-campus resources at UCSC during the Fall 2019 and Winter 2020 academic quarters resulting from “wildcat” strikes. Specifically, the lawsuit alleges that Defendant breached a contract it formed with Class Members due to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life at the University of California, Santa Cruz. Defendant denies these allegations.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” assert claims on behalf of people who have similar claims. All of these people are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from (or “opt out” of) the Class. The Class Representative in the Action is the Plaintiff identified above. There are an estimated **17,780** Settlement Class Members.

4. Why is there a Settlement?

The parties have agreed to a Settlement based on the First Amended Settlement Agreement (“Settlement Agreement”) to avoid further cost and risk of a trial, and so that the people affected can begin getting benefits in exchange for releasing Defendant from liability for the claims that were raised or could have been raised in the Action involving (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged authorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement does not mean that the Defendant broke any laws, or otherwise did anything wrong, because Judge Melzer did not decide which side was right. The Class Representative and the lawyers representing him believe the Settlement is fair and reasonable for the Settlement Class Members.

5. How do I know if I am part of the Settlement? What products are included in the Settlement?

The Settlement Class includes all undergraduate students at the University of California Santa Cruz who (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters, and (ii) were enrolled in one or more course prior to March 10, 2020, that was designated as in person.

Excluded from the Class are the Defendant, Defendant's officers, directors, trustees, corporations, trusts, representatives, principals, partners, or joint ventures, and their heirs, successors, assigns, as well as the judges assigned to this action, and any member of a judge's immediate family.

6. What are the benefits of the Settlement?

If the Court grants final approval of the Settlement and the Settlement becomes effective (the "Effective Date"), Settlement Class Members who submit a valid and timely claim will be entitled to a pro rata share of \$120,000.00. By way of example only, if the Court finally approves the Settlement in this Action, and 1,000 Settlement Class Members have submitted valid and timely Claim Forms, then each of the 1,000 Settlement Class Members are expected to receive \$120.00 as their Individual Settlement Payment. The Individual Settlement Payment each Valid Claimant is expected to receive depends on the number of valid claims that the Claims Administrator receives. The fewer valid claims received by the Claims Administrator, the larger the Individual Settlement Payment is expected to be, and vice versa. Based on Settlement Class Counsel's experience, they estimate that approximately 5-10% of the estimated **17,780** Settlement Class Members will submit a claim form.

To obtain a cash payment, you must submit a Claim Form and provide all the required information requested in the Claim Form.

Any unclaimed or abandoned settlement checks will be distributed in equal shares to charitable entities Public Justice and Second Harvest Food Bank of Santa Cruz County, as a "cy pres" award, subject to Court approval.

7. What am I giving up in exchange for the Settlement check?

If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all the claims described and identified in **Section XIV** of the Settlement Agreement. In essence, the claims Class Members are releasing are all claims arising out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged authorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. The Settlement Agreement is located at www.ChandlerUCSCSettlement.com.

Judge Melzer has appointed specific lawyers to represent you in this lawsuit and Settlement. You can talk to one of the lawyers listed in Answer 15 below, free of charge, if you have questions about the released claims or what they mean. You can also speak with your own lawyer, should you have one, about this Settlement.

8. How do I get Settlement check?

If you are a Settlement Class Member and would like to cash payment (described in Answer 6, above), you need to complete the Claim Form that accompanies this Notice (and also available on the Settlement Website) and

submit it through the Settlement Website (www.ChandlerUCSCSettlement.com) or mail it to the address provided on the Claim Form. Claim Forms must be **postmarked or submitted no later than July 21, 2025**.

If you have any questions on how to complete the Claim Form or what information is needed, you can call the Claims Administrator at (833) 296-0833 or visit the FAQ page of the Settlement Website.

9. What if my claim is deficient or is denied?

There is a process in the Settlement Agreement to allow Settlement Class Members to cure their claim if the Claims Administrator determines it is deficient. If your claim form is determined to be deficient, you will be sent an email or letter within fourteen (14) days of the determination that the claim is deficient, with an explanation of the reason(s) for the deficiency. You will be allowed twenty-one (21) days from the date the deficiency notice was mailed or emailed to cure the deficiency, if possible. If you have questions regarding this process, contact the Claims Administrator.

10. When will I get the Settlement check?

Within forty-five (45) days of the Effective Date, the Claims Administrator will commence issuing applicable payments to Settlement Class Members who have submitted valid Claim Forms. ***We anticipate the Effective Date will be on or about December 23, 2025. Please check the Settlement website for updates.***

If your mailing address changes, please promptly contact the Claims Administrator to provide an updated mailing address.

11. Can I exclude myself from this Settlement?

Yes. If you want to keep the right to sue or if you are already suing Defendant in another action over the legal issues in this case, then you must take steps to opt-out of this Settlement. This is called requesting to be excluded from – sometimes called “opting out” of – the Settlement. A sample Request for Exclusion form is available for download from the Settlement Website. Requests for Exclusion must be postmarked or submitted via the online portal on the Settlement Website by **July 21, 2025**.

12. If I exclude myself, can I get anything from this Settlement?

No. If you ask to be excluded, you cannot object to the Settlement, and you will not receive any of the benefits of the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendant in the future, including for claims that this Settlement resolves. You will not be bound by anything that happens in this lawsuit if you timely ask to be excluded. However, if 1,000 or more Settlement Class Members timely exclude themselves from the Settlement, either Defendant or Plaintiff may elect to terminate the Settlement Agreement.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this Settlement resolves.

14. How do I exclude myself from the Settlement?

You may make a Request for Exclusion by submitting such request via the online portal on the Settlement Website or in writing by mailing it to the Claims Administrator. Any Request for Exclusion must: (A) include your full name and current address; (B) contain a clear and specific statement of your desire to be excluded from the Settlement in *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County); and (C) your signature. You may also include your telephone number and e-mail address (if any). A Request for Exclusion Form is available for download from the Settlement Website. You may mail your Request for Exclusion Form to:

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

You must either submit your Request for Exclusion to the Claims Administrator via the online portal on the Settlement Website or mail it to the Claim Administrator no later than July 21, 2025.

Failure to comply with any of these requirements for excluding yourself may result in you being bound by this Settlement. The Court is the final arbiter regarding the validity and authenticity of requests for exclusion.

15. Do I have a lawyer in the case?

The Plaintiff and you are represented by lawyers and a law firm that has prosecuted this case. Judge Melzer has appointed the following lawyers to represent you and other Settlement Class Members as Settlement Class Counsel:

Abbas Kazerounian
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com
Anthony J. Orshansky
COUNSELONE, PC
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
anthony@counselonegroup.com

Jason A. Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
jason@kazlg.com

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

As part of the resolution of the Action, Settlement Class Counsel and Defendant have agreed that Settlement Class Counsel may apply to the Court for an award of attorneys' fees and costs. Settlement Class Counsel anticipate seeking a combined award not exceeding \$256,532 as attorneys' fees (up to \$236,532) and costs (up to \$20,000). Defendant has agreed not to oppose this request. The Settlement Class Counsel fees and costs will be paid separate and apart from payments made to the Settlement Class Members and will not reduce the value of the checks

distributed to Settlement Class Members. The Court will determine the amount of attorneys' fees and costs after evaluating Plaintiff's submission of a motion for attorneys' fees, costs and service award, which will be filed on or before June 20, 2025 and made available on the Settlement Website.

17. How will the Claims Administrator be paid?

As part of the resolution of the Action, Settlement Class Counsel and Defendant have agreed that the Claims Administrator may be paid for class notice and settlement administration expenses. The class notice and settlement administration expenses are estimated to be \$19,468, which will be paid separate and apart from any relief provided to the Class and will not reduce the value of the checks distributed to Settlement Class Members. The Court will determine the amount of reasonable class notice and settlement administration expenses after evaluating Plaintiff's submission of a motion for attorneys' fees, costs and service awards, which will be filed on or before June 20, 2025 and made available on the Settlement Website.

18. How will the Class Representative be compensated for his time and efforts?

As part of the resolution of the Action, Settlement Class Counsel and Defendant have agreed that Settlement Class Counsel may apply to the Court for a Service Award to Plaintiff up to the amount of \$4,000.00. Defendant has agreed not to oppose this request. The Service Award will be paid separate and apart from any relief provided to the Class and will not reduce the value of the benefits distributed to Settlement Class Members. The Court will determine the amount of service awards, if any, after evaluating Plaintiff's submission of a motion for attorneys' fees, costs and service awards, which will be filed on or before June 20, 2025 and made available on the Settlement Website.

19. How do I tell the Court if I don't like the Settlement?

You can object to the Settlement if you don't like some part of it, whether in writing or orally at the Final Approval Hearing. You can give reasons why you think the Court should not approve it. To object in writing, send a letter saying that you object to the Settlement in *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County). Your written Objection must be submitted via the online portal on the Settlement Website or mailed to the Claims Administrator. If you wish to object in writing, your objection must include: (A) your full name, current address, current telephone number, email address (if any); (B) a statement indicating that you were an undergraduate student at University of California, Santa Cruz, during the Fall 2019 and/or Spring 2020 terms; (C) a statement of the position(s) you wish to assert, including the factual grounds for the position; and (D) your signature. Additionally, the objector may choose to submit any documents that the objector wishes to be considered in connection with the Objection. You may also indicate whether you intend to appear at the Final Approval Hearing. An Objection Form is available for download from the Settlement Website. You may mail your Objection to:

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

You must either submit your written Objection to the Claims Administrator via the online portal on the Settlement Website or mail it to the Claim Administrator no later than July 21, 2025. Alternatively, you may make an objection orally at the Final Approval Hearing.

Additional information about the requirements for objectors who are represented by an attorney are found in Section IX of the Settlement Agreement, which is located at www.ChandlerUCSCSettlement.com.

Absent good cause found by the Court, objections that are not timely or are otherwise not compliant may be deemed waived and not considered by the Court. The Court retains final authority with respect to consideration and admissibility of objections.

20. What's the difference between objecting and excluding yourself?

Objecting is simply telling Judge Melzer that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling Judge Melzer that you don't want to be part of the Settlement and thus do not want to receive any benefits from the Settlement as described in Answer 6. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

21. When and where will Judge Melzer decide whether to approve the Settlement?

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **October 23, 2025 at 2:00 p.m. PST**, located in the Orange County Superior Courthouse, at 751 West Santa Ana Boulevard, Santa Ana, CA 92701, in Department CX 102. At this hearing, the Court will determine whether the Settlement is fair, adequate, and reasonable and whether objections by Settlement Class Members, if any, have merit. At this hearing, the Court will also decide the Service Award for the Class Representative, the attorney's fees and costs for the lawyers representing the Settlement Class Members, and reasonable class notice and administration expenses to the Claims Administrator. We do not know how long the Court's decision will take, and the hearing date may change due to other court business. Updates will be posted on the Settlement Website.

22. Do I need to go to the hearing?

No. Class Counsel will answer questions the Court may have, but you may come to the hearing at your own expense. If you submit an objection, you don't have to come to Court to discuss it. If you mail a valid and timely written objection, the Court will consider it. You may also pay another lawyer to attend, but that's not required.

23. May I speak at the hearing?

Whether or not you have objected to the Settlement, you may speak with Judge Melzer at the Final Approval Hearing. If you are represented by an attorney for your objection to the Settlement, your attorney must file with the Court a notice of appearance by the Objection Deadline of **July 21, 2025**.

You cannot speak at the hearing if you have excluded yourself from the Settlement.

24. What if I do nothing?

If you do nothing, you will give up the right to be part of any other lawsuit against Defendant about the legal claims released by the Settlement. **You will not receive a cash payment described in Answer 6 unless you timely submit a Claim Form.**

25. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement available on the Settlement Website (www.ChandlerUCSCSettlement.com). You may also contact the Claims Administrator with any questions at info@ChandlerUCSCSettlement.com or by phone at (833) 296-0833. You should check the website regularly for updates on the case, including regarding the Settlement, the approval process for the Settlement, the scope and terms of the Settlement Class and the scope and terms of the Settlement. Additionally, you may check the court's Registrar of Actions for this case by going to <https://www.occourts.org/online-services/case-access> and selecting "Civil Case & Document Access."

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

EXHIBIT G

Digital Noticing Ad Mockups

Created for *Chandler v. Regents of the University of California*



Facebook Page Visuals



Profile Picture



Cover Image



Facebook Ad

EXHIBIT H

Request for Exclusion

First Name	Last Name
Stephanie Carpio	Manalang
Vairagya	Eiger
Sonali	Goyal
Mayra Carolina	Ramirez
Enya	Du
Jason Eric	Newhouse
Xiao	Chen
Saryan Ashley	Denman

EXHIBIT I

First Name	Last Name	Comments
Jeremy J	Sandhill	<p>The basis for my objection is twofold. Firstly, the settlement value is too low, especially given how many recipients it may go to. A cursory search found that around 10% of claimants submit forms when a form is provided. That would be around 1,700 claimants. This would only be \$70 dollars a person. Each student paid \$11,339.64 for the two semesters related to this hearing. There was 98 days of instruction over the two semesters. Each claimant should receive 1/98 of \$11,339.64 per day of campus closure. As the exact number of days was not specified, I am forced to estimate 5 days of campus closure, $(11,339.64/98)(5)(1700) = \\$9,835,249.39$. This is \$578.55 per claimant. Assuming the value is unchanged, then I object to the value of \$256,532 for the attorney fees. This is double the current settlement value. One would almost assume this is for the benefit of the attorneys, rather than the students who attended.</p>
John Joseph Routs	Mete	<p>Student workers demanding adequate compensation so that they can afford a reasonable standard of living while educating undergraduates is to the benefit, in the long term, of said undergraduates. If sharp academics are forced out of academia as a result of financial constraints then this diminishes the quality of education that one receives and by extension devalues one's degree. Additionally, I felt that while I was at the University in this period the administration made significant concessions to undergraduate students which adequately addressed concerns about delays in grading and graduation requirements, so I feel ultimately that this lawsuit doesn't apply to my experience as the value of my education was not diminished by the strikes (I'd argue the strikes improved the quality of my education) and the University accommodated student concerns. I simply do not agree with the reasons presented for bringing about this suit and want nothing to do with a judgement in favor of the plaintiff. Thank you.</p>

FirstName	LastName	Comments
Rachel Adele	Schwartz	<p>To whom it may concern,</p> <p>I am a Settlement Class Member who attended the University of California, Santa Cruz during Fall 2019/Winter 2019/Spring 2020 and paid tuition and fees for in-person education and campus services.</p> <p>I respectfully object to the proposed settlement for the following reasons:</p> <p>1. Inadequate Compensation: The proposed \$120,000 settlement fund is insufficient to fairly compensate the 17,000+ affected students for the significant disruption to our education, access to campus facilities, and services during the wildcat strikes. The estimated payment of approximately \$7 per student (if everyone claims) does not reflect the actual losses experienced.</p> <p>2. Lack of Accountability: The Defendant denies wrongdoing, and the Settlement does not include meaningful commitments to prevent similar future disruptions or better protect students' rights.</p> <p>I urge the Court to reconsider the fairness and adequacy of the proposed settlement and recommend a higher monetary fund or greater relief for Class Members.</p>

FirstName	LastName	Comments
Aria Natalie Rose	Diamond	<p>The University was providing a much different education during the wildcat strikes; it was one of an institution showing that they do not care for the wellbeing of their graduate students, and militantly will fight any request for basic rights. By suing the University, you are encouraging them to more aggressively suppress workers rights next strike (when you, Jacob Chandler, will be the one punished).</p> <p>There are valid issues with the University; namely their intimidation tactics and proactive shutting down of services to scapegoat the strikers. These were harmful to the campus, but it was not due to strikers, but propaganda.</p> <p>This lawsuit seems to be a bunch of non-local lawyers and a friendly non-local jurisdiction aiming to profit off events that did not impact them (especially since the lawyers are making twice as much as the entire class). Jacob Chandler also seemed to have a fine education from the University since he was able to graduate 2 quarters early.</p>

Raymond A. Cardozo (SBN 173263)
rcardozo@reedsmith.com
Emily F. Lynch (SBN 324055)
elynych@reedsmith.com
Mariah K. Fairley (336353)
mfairley@reedsmith.com
REED SMITH LLP
101 Second Street, Suite 1800
San Francisco, CA 94105-3659
Telephone: +1 415 543 8700
Facsimile: +1 415 391 8269

*Attorneys for Defendant The Regents of the
University of California*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JACOB CHANDLER, individually, and on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA; and DOES 1 to 50, inclusive,

Defendants.

No.: 30-2020-01169261-CU-BC-CXC

*Assigned for all purposes to
the Hon. Layne H. Melzer*

**DECLARATION OF GENNEVIE
HERBRANSON RE: CLASS NOTICE TO
SETTLEMENT CLASS MEMBERS WHO
OPTED OUT OF HAVING THEIR
INFORMATION SHARED WITH THE
CLAIMS ADMINISTRATOR**

1 I, Gennevie Herbranson, hereby declare and state as follows:

2 1. I am Special Advisor & Strategic Legal Operations Manager in the Office of Campus
3 Counsel at the University of California, Santa Cruz ("UCSC") and I am authorized to make this
4 declaration on behalf of Defendant the Regents of the University of California ("Defendant"). The
5 facts stated herein are true and are based on my personal knowledge, my review of records from this
6 litigation, and my review of information provided to me by The Regents and its agents. If called as a
7 witness, I could and would competently testify to these facts under oath.

8 2. I have been serving as Special Advisor & Strategic Legal Operations Manager in the
9 Office of Campus Counsel at the University of California, Santa Cruz since January 2022, and served
10 as the Paralegal/Office Manager from August 2007 to December 2022. I am generally aware of, and
11 familiar with, UCSC's methods for distributing communications via email and U.S. mail.

12 3. I am informed of, and understand that on April 28, 2025, the Court entered an *Order*
13 *Granting Joint Stipulation to Approve as to Form Class Notice Forms to be Sent by the University of*
14 *California, Santa Cruz, and to Establish Order of Notice* ("Order").

15 4. As of April 30, 2025, there were six Settlement Class Members who opted out of having
16 their information shared with the Claims Administrator.

17 5. Consistent with the Order, on May 1, 2025, I timely sent email notices to the six
18 Settlement Class Members who opted out of having their information shared with the Claims
19 Administrator. Attached hereto as **Exhibit 1** are true and correct redacted copies of the email notices
20 that I sent to those six Settlement Class Members. No emails were returned as undeliverable.

21
22 I declare under penalty of perjury under the laws of the State of California that the foregoing
23 is true and correct.

24 Executed on the 1st day of October 2025 in Santa Cruz, California.

25
26 DocuSigned by:

Gennevie Herbranson

A1CED404C82846F...

27 Gennevie Herbranson
28

EXHIBIT 1



Gennevie Herbranson <gherbran@ucsc.edu>

Notice of UC Santa Cruz Class Action and Proposed Settlement

1 message

UCSC FERPA Notice <ucscferpa@ucsc.edu>

Thu, May 1, 2025 at 1:59 PM

To: [REDACTED]

Dear Student/Former Student:

Please see the attached correspondence regarding notice of the proposed class action settlement in the matter entitled *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC. A court has authorized the notice.



Notice of UC Santa Cruz Class Action and Proposed Settlement [REDACTED].pdf
175K

Chandler v. The Regents of the University of California – Email Notice

To: [REDACTED]
Re: Notice of UC Santa Cruz Class Action and Proposed Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Chandler v. The Regents of the University of California, Case No. 30-2020-01169261-CU-BC-CXC

SUPERIOR COURT OF CALIFORNIA, ORANGE COUNTY

If you attended the University of California, Santa Cruz, during the Fall 2019 and/or Winter 2020 academic quarters, you could get a payment from a class action settlement.

A court has authorized this notice. This is not a solicitation from a lawyer.

Why have I received this notice?

A settlement has been reached in a class action lawsuit (the “Settlement”) against the Regents of the University of California (“Defendant”) involving alleged unauthorized strikes which may have led to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life on the University of California, Santa Cruz (“UCSC”) campus during the Fall 2019 and Winter 2020 academic quarters (the “Class Period”). A Court has authorized this notice because you have a right to know about the proposed Settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. This notice is being provided to you directly by UCSC, as you have previously requested in writing that your personal or contact information not be provided to the Claims Administrator. This notice explains the lawsuit, the proposed Settlement, and your legal rights. You have received this email notice because the records of the Regents of the University of California indicate that you (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters and (ii) were enrolled in one or more courses prior to March 10, 2020, that was designated as in person, at UCSC.

What is the lawsuit about?

This lawsuit seeks to recover economic losses relating to the lack of in-person classes and/or on-campus resources at UCSC during the Fall 2019 and Winter 2020 academic quarters resulting from “wildcat” strikes. Specifically, the lawsuit alleges that Defendant breached a contract it formed with Class Members due to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life at UCSC. Defendant denies these allegations.

Settlement Class Counsel anticipate seeking a combined award of \$256,532 as attorneys’ fees and costs, and a Service Award of \$4,000 to Plaintiff for his efforts in representing the Settlement Class. Administration Expenses are estimated to be \$19,468. Any such amounts awarded by the Court will be paid separate and apart from cash payments to Settlement Class Members who submit a valid and timely claim.

What are the benefits of the Settlement?

If the Court grants final approval of the Settlement and the Settlement becomes effective (the “Effective Date”), Settlement Class Members who submit a valid and timely claim will be entitled to a pro rata share of \$120,000.00. By way of example only, if the Court finally approves the Settlement in this Action, and 1,000 Settlement Class Members have submitted valid and timely Claim Forms, then each of the 1,000 Settlement Class Members are expected to receive \$120.00 as their Individual Settlement Payment. The Individual Settlement Payment each Valid Claimant is expected to receive depends on the number of valid claims that the Claims Administrator receives. The fewer valid claims received by the Claims Administrator, the larger the Individual Settlement Payment is expected to be, and vice versa. There are an estimated **17,780** Settlement Class Members.

Settlement Class Members are entitled to make only one claim each, regardless of whether they were enrolled in one or both of Fall 2019 or Spring 2020 terms.

Claim Forms must be postmarked to the Claims Administrator by or received online via the Settlement Website, no later than July 21, 2025.

To obtain a cash payment, you must submit a Claim Form by mail or online to the Claims Administrator and provide all the information requested in the Claim Form. The Claim Form is available for download and printing from the Settlement Website and may also be submitted electronically online through a portal on the Settlement Website. Claims Forms sent to UCSC will be disregarded and will not be forwarded to the Claims Administrator.

What am I giving up in exchange for the Settlement Benefits?

If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all the claims described and identified in **Section XIV** of the Settlement Agreement. In essence, the claims Class Members are releasing are all claims arising out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged unauthorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement Agreement is provided with this Notice. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. The Settlement Agreement is located at www.ChandlerUCSCSettlement.com.

How can I exclude myself from the class?

If you don't want to make a claim and you don't want to be legally bound by the Settlement, your **Request for Exclusion must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025.** If you do not submit a valid and timely Request for Exclusion, you will not be able to sue, or continue to sue, Defendant about the claims and allegations in this case in any other proceeding. Refer to the Settlement Website and the Class Notice for information and instructions on how to exclude yourself. Failure to comply with any of these requirements for excluding yourself may result in you being bound by this Settlement. A sample Exclusion Form is available for download from the Settlement Website (www.ChandlerUCSCSettlement.com). Requests for Exclusion sent to UCSC will be disregarded and will not be forwarded to the Claims Administrator. If 1,000 or more Settlement Class Members timely exclude themselves from the Settlement, either Defendant or Plaintiff may elect to terminate the First Amended Settlement Agreement.

How can I object?

If you want to stay in the Settlement Class, but you want to object to the Settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your **Objection must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025. Alternatively, you may make an objection orally at the Final Approval Hearing.** Refer to the Settlement Website and the Class Notice for information and instructions on how to object. A sample Objection Form is available for download from the Settlement Website (www.ChandlerUCSCSettlement.com). Objections sent to UCSC will be disregarded and will not be forwarded to the Claims Administrator.

Mailing Address for Claims Administrator

To mail your completed Claim Form, Objection Form or Exclusion Form to the Claims Administrator, it must be sent to the following address:

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Do I have a lawyer in this case?

Yes. The Court has appointed Kazerouni Law Group, APC, and CounselOne, PC, to represent the Settlement Class. These attorneys are called Settlement Class Counsel. You will not be charged for their services. Settlement Class Counsel are as follows:

Abbas Kazerounian
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com

Jason A. Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
jason@kazlg.com

Anthony J. Orshansky
COUNSELONE, PC
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
anthony@counselonegroup.com

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

The Court's Final Approval Hearing

Judge Layne H. Melzer will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **October 23, 2025 at 2:00 p.m. PST** in the Orange County Superior Courthouse, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701, in Department CX 102. At this hearing, Judge Melzer will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Class Members, if any, have merit. We do not know how long the Court's decision will take, and the hearing date may change without further notice so please visit the Settlement Website for updated information.

Where can I get more information?

This notice summarizes the proposed Settlement. Please visit the Settlement Website at www.ChandlerUCSCSettlement.com or call toll free (833) 296-0833 to obtain more complete information about the proposed settlement and your rights and options. Additionally, you may check the court's Registrar of Actions for this case by going to <https://www.occourts.org/online-services/case-access> and selecting "Civil Case & Document Access."

**YOU CAN ASK THE CLAIMS ADMINISTRATOR TO MAIL YOU COPIES OF THE CLASS NOTICE,
CLAIM FORM, EXCLUSION FORM, AND OBJECTION FORM BY CALLING
1-833-296-0833**



Gennevie Herbranson <gherbran@ucsc.edu>

Notice of UC Santa Cruz Class Action and Proposed Settlement

1 message

UCSC FERPA Notice <ucscferpa@ucsc.edu>

Thu, May 1, 2025 at 1:59 PM

To: [REDACTED]

Dear Student/Former Student:

Please see the attached correspondence regarding notice of the proposed class action settlement in the matter entitled *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC. A court has authorized the notice.



Notice of UC Santa Cruz Class Action and Proposed Settlement [REDACTED].pdf
175K

Chandler v. The Regents of the University of California – Email Notice

To: [REDACTED]
Re: Notice of UC Santa Cruz Class Action and Proposed Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Chandler v. The Regents of the University of California, Case No. 30-2020-01169261-CU-BC-CXC

SUPERIOR COURT OF CALIFORNIA, ORANGE COUNTY

If you attended the University of California, Santa Cruz, during the Fall 2019 and/or Winter 2020 academic quarters, you could get a payment from a class action settlement.

A court has authorized this notice. This is not a solicitation from a lawyer.

Why have I received this notice?

A settlement has been reached in a class action lawsuit (the “Settlement”) against the Regents of the University of California (“Defendant”) involving alleged unauthorized strikes which may have led to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life on the University of California, Santa Cruz (“UCSC”) campus during the Fall 2019 and Winter 2020 academic quarters (the “Class Period”). A Court has authorized this notice because you have a right to know about the proposed Settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. This notice is being provided to you directly by UCSC, as you have previously requested in writing that your personal or contact information not be provided to the Claims Administrator. This notice explains the lawsuit, the proposed Settlement, and your legal rights. You have received this email notice because the records of the Regents of the University of California indicate that you (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters and (ii) were enrolled in one or more courses prior to March 10, 2020, that was designated as in person, at UCSC.

What is the lawsuit about?

This lawsuit seeks to recover economic losses relating to the lack of in-person classes and/or on-campus resources at UCSC during the Fall 2019 and Winter 2020 academic quarters resulting from “wildcat” strikes. Specifically, the lawsuit alleges that Defendant breached a contract it formed with Class Members due to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life at UCSC. Defendant denies these allegations.

Settlement Class Counsel anticipate seeking a combined award of \$256,532 as attorneys’ fees and costs, and a Service Award of \$4,000 to Plaintiff for his efforts in representing the Settlement Class. Administration Expenses are estimated to be \$19,468. Any such amounts awarded by the Court will be paid separate and apart from cash payments to Settlement Class Members who submit a valid and timely claim.

What are the benefits of the Settlement?

If the Court grants final approval of the Settlement and the Settlement becomes effective (the “Effective Date”), Settlement Class Members who submit a valid and timely claim will be entitled to a pro rata share of \$120,000.00. By way of example only, if the Court finally approves the Settlement in this Action, and 1,000 Settlement Class Members have submitted valid and timely Claim Forms, then each of the 1,000 Settlement Class Members are expected to receive \$120.00 as their Individual Settlement Payment. The Individual Settlement Payment each Valid Claimant is expected to receive depends on the number of valid claims that the Claims Administrator receives. The fewer valid claims received by the Claims Administrator, the larger the Individual Settlement Payment is expected to be, and vice versa. There are an estimated **17,780** Settlement Class Members.

Settlement Class Members are entitled to make only one claim each, regardless of whether they were enrolled in one or both of Fall 2019 or Spring 2020 terms.

Claim Forms must be postmarked to the Claims Administrator by or received online via the Settlement Website, no later than July 21, 2025.

To obtain a cash payment, you must submit a Claim Form by mail or online to the Claims Administrator and provide all the information requested in the Claim Form. The Claim Form is available for download and printing from the Settlement Website and may also be submitted electronically online through a portal on the Settlement Website. Claims Forms sent to UCSC will be disregarded and will not be forwarded to the Claims Administrator.

What am I giving up in exchange for the Settlement Benefits?

If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all the claims described and identified in **Section XIV** of the Settlement Agreement. In essence, the claims Class Members are releasing are all claims arising out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged unauthorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement Agreement is provided with this Notice. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. The Settlement Agreement is located at www.ChandlerUCSCSettlement.com.

How can I exclude myself from the class?

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How can I object?

If you want to stay in the Settlement Class, but you want to object to the Settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your **Objection must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025. Alternatively, you may make an objection orally at the Final Approval Hearing.** Refer to the Settlement Website and the Class Notice for information and instructions on how to object. A sample Objection Form is available for download from the Settlement Website (www.ChandlerUCSCSettlement.com). Objections sent to UCSC will be disregarded and will not be forwarded to the Claims Administrator.

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c/o Settlement Administrator
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Santa Ana, CA 92799

Do I have a lawyer in this case?

Yes. The Court has appointed Kazerouni Law Group, APC, and CounselOne, PC, to represent the Settlement Class. These attorneys are called Settlement Class Counsel. You will not be charged for their services. Settlement Class Counsel are as follows:

Abbas Kazerounian
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com

Jason A. Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
jason@kazlg.com

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If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

The Court's Final Approval Hearing

Judge Layne H. Melzer will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **October 23, 2025 at 2:00 p.m. PST** in the Orange County Superior Courthouse, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701, in Department CX 102. At this hearing, Judge Melzer will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Class Members, if any, have merit. We do not know how long the Court's decision will take, and the hearing date may change without further notice so please visit the Settlement Website for updated information.

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Gennevie Herbranson <gherbran@ucsc.edu>

Notice of UC Santa Cruz Class Action and Proposed Settlement

1 message

UCSC FERPA Notice <ucscferpa@ucsc.edu>

Thu, May 1, 2025 at 1:59 PM

To: [REDACTED]

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245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
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321 N. Mall Drive, Suite R108
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245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com

Jason A. Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
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If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all the claims described and identified in **Section XIV** of the Settlement Agreement. In essence, the claims Class Members are releasing are all claims arising out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged unauthorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement Agreement is provided with this Notice. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. The Settlement Agreement is located at www.ChandlerUCSCSettlement.com.

How can I exclude myself from the class?

If you don’t want to make a claim and you don’t want to be legally bound by the Settlement, your **Request for Exclusion must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025.** If you do not submit a valid and timely Request for Exclusion, you will not be able to sue, or continue to sue, Defendant about the claims and allegations in this case in any other proceeding. Refer to the Settlement Website and the Class Notice for information and instructions on how to exclude yourself. Failure to comply with any of these requirements for excluding yourself may result in you being bound by this Settlement. A sample Exclusion Form is available for download from the Settlement Website (www.ChandlerUCSCSettlement.com). Requests for Exclusion sent to UCSC will be disregarded and will not be forwarded to the Claims Administrator. If 1,000 or more Settlement Class Members timely exclude themselves from the Settlement, either Defendant or Plaintiff may elect to terminate the First Amended Settlement Agreement.

How can I object?

If you want to stay in the Settlement Class, but you want to object to the Settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your **Objection must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025. Alternatively, you may make an objection orally at the Final Approval Hearing.** Refer to the Settlement Website and the Class Notice for information and instructions on how to object. A sample Objection Form is available for download from the Settlement Website (www.ChandlerUCSCSettlement.com). Objections sent to UCSC will be disregarded and will not be forwarded to the Claims Administrator.

Mailing Address for Claims Administrator

To mail your completed Claim Form, Objection Form or Exclusion Form to the Claims Administrator, it must be sent to the following address:

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Do I have a lawyer in this case?

Yes. The Court has appointed Kazerouni Law Group, APC, and CounselOne, PC, to represent the Settlement Class. These attorneys are called Settlement Class Counsel. You will not be charged for their services. Settlement Class Counsel are as follows:

Abbas Kazerounian
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com

Jason A. Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
jason@kazlg.com

Anthony J. Orshansky
COUNSELONE, PC
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
anthony@counselonegroup.com

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

The Court's Final Approval Hearing

Judge Layne H. Melzer will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **October 23, 2025 at 2:00 p.m. PST** in the Orange County Superior Courthouse, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701, in Department CX 102. At this hearing, Judge Melzer will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Class Members, if any, have merit. We do not know how long the Court's decision will take, and the hearing date may change without further notice so please visit the Settlement Website for updated information.

Where can I get more information?

This notice summarizes the proposed Settlement. Please visit the Settlement Website at www.ChandlerUCSCSettlement.com or call toll free (833) 296-0833 to obtain more complete information about the proposed settlement and your rights and options. Additionally, you may check the court's Registrar of Actions for this case by going to <https://www.occourts.org/online-services/case-access> and selecting "Civil Case & Document Access."

**YOU CAN ASK THE CLAIMS ADMINISTRATOR TO MAIL YOU COPIES OF THE CLASS NOTICE,
CLAIM FORM, EXCLUSION FORM, AND OBJECTION FORM BY CALLING
1-833-296-0833**



Gennevie Herbranson <gherbran@ucsc.edu>

Notice of UC Santa Cruz Class Action and Proposed Settlement

1 message

UCSC FERPA Notice <ucscferpa@ucsc.edu>

Thu, May 1, 2025 at 1:59 PM

To: [REDACTED]

Dear Student/Former Student:

Please see the attached correspondence regarding notice of the proposed class action settlement in the matter entitled *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC. A court has authorized the notice.



Notice of UC Santa Cruz Class Action and Proposed Settlement [REDACTED].pdf

175K

Chandler v. The Regents of the University of California – Email Notice

To: [REDACTED]
Re: Notice of UC Santa Cruz Class Action and Proposed Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Chandler v. The Regents of the University of California, Case No. 30-2020-01169261-CU-BC-CXC

SUPERIOR COURT OF CALIFORNIA, ORANGE COUNTY

If you attended the University of California, Santa Cruz, during the Fall 2019 and/or Winter 2020 academic quarters, you could get a payment from a class action settlement.

A court has authorized this notice. This is not a solicitation from a lawyer.

Why have I received this notice?

A settlement has been reached in a class action lawsuit (the “Settlement”) against the Regents of the University of California (“Defendant”) involving alleged unauthorized strikes which may have led to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life on the University of California, Santa Cruz (“UCSC”) campus during the Fall 2019 and Winter 2020 academic quarters (the “Class Period”). A Court has authorized this notice because you have a right to know about the proposed Settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. This notice is being provided to you directly by UCSC, as you have previously requested in writing that your personal or contact information not be provided to the Claims Administrator. This notice explains the lawsuit, the proposed Settlement, and your legal rights. You have received this email notice because the records of the Regents of the University of California indicate that you (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters and (ii) were enrolled in one or more courses prior to March 10, 2020, that was designated as in person, at UCSC.

What is the lawsuit about?

This lawsuit seeks to recover economic losses relating to the lack of in-person classes and/or on-campus resources at UCSC during the Fall 2019 and Winter 2020 academic quarters resulting from “wildcat” strikes. Specifically, the lawsuit alleges that Defendant breached a contract it formed with Class Members due to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life at UCSC. Defendant denies these allegations.

Settlement Class Counsel anticipate seeking a combined award of \$256,532 as attorneys’ fees and costs, and a Service Award of \$4,000 to Plaintiff for his efforts in representing the Settlement Class. Administration Expenses are estimated to be \$19,468. Any such amounts awarded by the Court will be paid separate and apart from cash payments to Settlement Class Members who submit a valid and timely claim.

What are the benefits of the Settlement?

If the Court grants final approval of the Settlement and the Settlement becomes effective (the “Effective Date”), Settlement Class Members who submit a valid and timely claim will be entitled to a pro rata share of \$120,000.00. By way of example only, if the Court finally approves the Settlement in this Action, and 1,000 Settlement Class Members have submitted valid and timely Claim Forms, then each of the 1,000 Settlement Class Members are expected to receive \$120.00 as their Individual Settlement Payment. The Individual Settlement Payment each Valid Claimant is expected to receive depends on the number of valid claims that the Claims Administrator receives. The fewer valid claims received by the Claims Administrator, the larger the Individual Settlement Payment is expected to be, and vice versa. There are an estimated **17,780** Settlement Class Members.

Settlement Class Members are entitled to make only one claim each, regardless of whether they were enrolled in one or both of Fall 2019 or Spring 2020 terms.

Claim Forms must be postmarked to the Claims Administrator by or received online via the Settlement Website, no later than July 21, 2025.

To obtain a cash payment, you must submit a Claim Form by mail or online to the Claims Administrator and provide all the information requested in the Claim Form. The Claim Form is available for download and printing from the Settlement Website and may also be submitted electronically online through a portal on the Settlement Website. Claims Forms sent to UCSC will be disregarded and will not be forwarded to the Claims Administrator.

What am I giving up in exchange for the Settlement Benefits?

If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all the claims described and identified in **Section XIV** of the Settlement Agreement. In essence, the claims Class Members are releasing are all claims arising out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged unauthorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement Agreement is provided with this Notice. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. The Settlement Agreement is located at www.ChandlerUCSCSettlement.com.

How can I exclude myself from the class?

If you don’t want to make a claim and you don’t want to be legally bound by the Settlement, your **Request for Exclusion must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025.** If you do not submit a valid and timely Request for Exclusion, you will not be able to sue, or continue to sue, Defendant about the claims and allegations in this case in any other proceeding. Refer to the Settlement Website and the Class Notice for information and instructions on how to exclude yourself. Failure to comply with any of these requirements for excluding yourself may result in you being bound by this Settlement. A sample Exclusion Form is available for download from the Settlement Website (www.ChandlerUCSCSettlement.com). Requests for Exclusion sent to UCSC will be disregarded and will not be forwarded to the Claims Administrator. If 1,000 or more Settlement Class Members timely exclude themselves from the Settlement, either Defendant or Plaintiff may elect to terminate the First Amended Settlement Agreement.

How can I object?

If you want to stay in the Settlement Class, but you want to object to the Settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your **Objection must be postmarked and mailed to the Claims Administrator, or submitted online via the portal on the Settlement Website, no later than July 21, 2025. Alternatively, you may make an objection orally at the Final Approval Hearing.** Refer to the Settlement Website and the Class Notice for information and instructions on how to object. A sample Objection Form is available for download from the Settlement Website (www.ChandlerUCSCSettlement.com). Objections sent to UCSC will be disregarded and will not be forwarded to the Claims Administrator.

Mailing Address for Claims Administrator

To mail your completed Claim Form, Objection Form or Exclusion Form to the Claims Administrator, it must be sent to the following address:

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

Do I have a lawyer in this case?

Yes. The Court has appointed Kazerouni Law Group, APC, and CounselOne, PC, to represent the Settlement Class. These attorneys are called Settlement Class Counsel. You will not be charged for their services. Settlement Class Counsel are as follows:

Abbas Kazerounian
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com

Jason A. Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
jason@kazlg.com

Anthony J. Orshansky
COUNSELONE, PC
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
anthony@counselonegroup.com

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

The Court's Final Approval Hearing

Judge Layne H. Melzer will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **October 23, 2025 at 2:00 p.m. PST** in the Orange County Superior Courthouse, located at 751 West Santa Ana Boulevard, Santa Ana, CA 92701, in Department CX 102. At this hearing, Judge Melzer will determine whether the Settlement is fair, adequate, and reasonable and whether the objections by Class Members, if any, have merit. We do not know how long the Court's decision will take, and the hearing date may change without further notice so please visit the Settlement Website for updated information.

Where can I get more information?

This notice summarizes the proposed Settlement. Please visit the Settlement Website at www.ChandlerUCSCSettlement.com or call toll free (833) 296-0833 to obtain more complete information about the proposed settlement and your rights and options. Additionally, you may check the court's Registrar of Actions for this case by going to <https://www.occourts.org/online-services/case-access> and selecting "Civil Case & Document Access."

**YOU CAN ASK THE CLAIMS ADMINISTRATOR TO MAIL YOU COPIES OF THE CLASS NOTICE,
CLAIM FORM, EXCLUSION FORM, AND OBJECTION FORM BY CALLING
1-833-296-0833**

1 **KAZEROUNI LAW GROUP, APC**

2 Jason Ibey, Esq. (SBN: 284607)

3 jason@kazlg.com

4 321 N Mall Drive, Suite R108

5 St. George, Utah 84790

6 Telephone: (800) 400-6808

7 Facsimile: (800) 520-5523

8 *Attorney for Plaintiff*

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE – UNLIMITED CIVIL**

12 JACOB CHANDLER, individually, and on
13 behalf of others similarly situated,

14 Plaintiff,

15 v.

16 THE REGENTS OF THE UNIVERSITY OF
17 CALIFORNIA; and DOES 1 through 100,
18 inclusive,

19 Defendants.

Case No.: 30-2020-01169261-CU-BC-CXC

20
21 **[PROPOSED] FINAL APPROVAL**
22 **ORDER AND JUDGMENT**

23 **JUDGE:** Hon. Layne H. Melzer
24 **DEPT.:** CX-102

25 The Court having held a Final Approval Hearing on October 23, 2025, notice of the Final
26 Approval Hearing having been duly given in accordance with this Court's amended order (1)
27 preliminarily approving class action settlement (ROA #364, the "Amended Preliminary Approval
28 Order"), (2) conditionally certifying Settlement Class, (3) approving the Notice Program, and (4)
setting the Final Approval Hearing ("Preliminary Approval Order"), and having considered all
matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for
delay in entry of this Final Approval Order and good cause appearing therefore,

It is ORDERED, ADJUDGED, AND DECREED as follows:

1 1. The First Amended Settlement Agreement and Release, including its exhibits, fully
2 executed as of July 18, 2024, 2025 (ROA # 335, Exhibit 1 thereto, the “Amended Agreement”),
3 and the definitions contained therein are incorporated by reference into this Final Approval Order.
4 The terms of this Court’s Amended Preliminary Approval Order issued on April 1, 2025, are also
5 incorporated by reference into this Final Approval Order.

6 2. This Court has jurisdiction over the subject matter of this Action and over the
7 Parties, including all members of the Settlement Class certified for settlement purposes in this
8 Court’s Preliminary Approval Order.

9 3. The Settlement Class is defined as follows:

10 All undergraduate students at the University of California, Santa
11 Cruz, who (i) paid or were obligated to pay tuition, room and board,
12 and/or educational service fees for either or both of the Fall 2019 or
13 Spring 2020 academic quarters, and (ii) were enrolled in one or more
14 courses prior to March 10, 2020, that was designated as in person.

15 Excluded from this definition are the Defendant, Defendant’s officers, directors, trustees,
16 corporations, trusts, representatives, principals, partners, or joint ventures, and their heirs,
17 successors, assigns, as well as the judges assigned to this action, and any member of the judge’s
18 immediate family.

19 4. The deadline for Settlement Class Members to request exclusion from the settlement
20 contemplated by the Amended Agreement was July 21, 2025. Eight timely requests for exclusion
21 were received. A list of the eight valid requests for exclusion is included herein as **Exhibit A** and
22 incorporated by reference.

23 5. The deadline for Settlement Class Members to file written objections was July 21,
24 2025. Four timely objections were received. The Court overrules the objections and finds them to
25 be without merit.

26 6. The Court finds that the Amended Agreement is the product of arm’s-length
27 settlement negotiations between Plaintiff and Settlement Class Counsel, on the one hand, and
28 Defendant and Defendant’s Counsel, on the other hand.

1 7. The Court finds that Class Notice was disseminated to the Settlement Class
2 Members in accordance with the terms set forth in the Amended Agreement and this Court's
3 Amended Preliminary Approval Order. The Court further finds that the Class Notice was provided
4 in accordance with the terms set forth in the Amended Agreement.

5 8. The Court finds that the Notice Program and claims submission procedures fully
6 satisfy the requirements of due process and constitute the best notice practicable under the
7 circumstances.

8 9. The Court finds that the Amended Agreement's terms constitute, in all respects, a
9 fair, reasonable, and adequate settlement as to all Settlement Class Members in accordance with
10 Section 382 of the Code of Civil Procedure and directs consummation of the Settlement pursuant
11 to the terms and conditions of the Agreement. Plaintiff, in his role as Class Representative, and
12 Settlement Class Counsel (Abbas Kazerounian, Jason A. Ibey, and Anthony Orshansky) adequately
13 represented the Settlement Class for purposes of entering into and implementing the Amended
14 Agreement. Accordingly, the Amended Agreement is finally approved in all respects, and the
15 Parties are directed to perform its terms. The Parties and Settlement Class Members who were not
16 excluded from the Settlement Class are bound by the terms and conditions of the Amended
17 Agreement.

18 10. The Court approves Settlement Class Counsel's application for attorneys' fees and
19 litigation costs, which the Court finds to be fair and reasonable according to the lodestar method.
20 The Court also finds Settlement Class Counsel's hourly rates are reasonable. Accordingly,
21 Settlement Class Counsel is awarded a total of \$249,037 (in attorneys' fees and costs combined),
22 and such amount is to be paid by Defendant pursuant to and in the manner provided by the terms
23 of the Amended Agreement.

24 11. The Court finds the payment of a Service Award in the amount of \$4,000 to the
25 Class Representative is fair and reasonable, which Defendant shall pay pursuant to and in the
26 manner provided by the terms of the Amended Agreement.

27 12. Defendant shall pay the Claims Administrator reasonable notice and claims
28 administration expenses of \$26,963.

1 13. The Court approves the timely and otherwise 1,707 valid claims to Valid Claimants
2 to be paid by Defendant as the Monetary Settlement Award.

3 14. The Settlement Class Members who submitted a timely and valid claim shall be paid
4 in accordance with the Amended Agreement.

5 15. The Court denies any duplicative claims and any untimely claims.

6 16. The Settlement Class is finally certified, solely for purposes of effectuating the
7 Agreement and this Final Approval Order.

8 17. The requirements of Section 382 of the Code of Civil Procedure have been satisfied
9 for settlement purposes.

10 18. The Claims Administrator is directed to distribute the Individual Settlement
11 Payment to each Valid Claimant, pursuant to the terms of the Amended Agreement, following the
12 Effective Date.

13 19. Any unclaimed or uncashed settlement checks, pursuant to Section VII of the
14 Amended Agreement, shall be distributed in equal shares as a *cy pres* award to Public Justice and
15 Second Harvest Food Bank of Santa Cruz County, after any second distribution to Valid Claimants
16 who cashed their initial settlement award, provided settlement awards from a second distribution
17 are in the amount of at least \$1.00.

18 20. The Releasing Parties, which include Plaintiff and each and every one of the
19 Settlement Class Members, unconditionally, fully, and finally release and forever discharge the
20 Released Parties from the Released Claims, as provided for in the Amended
21 Agreement. Additionally, any rights of the Class Representative (excluding other Settlement Class
22 Members) and Defendant to the protections afforded under Section 1542 of the California Civil
23 Code or any other similar, comparable, or equivalent California laws, are terminated pursuant to
24 Section XIV of the Amended Agreement.

25 21. The Amended Agreement (including, without limitation, its exhibits), and any and
26 all negotiations, documents, and discussions associated with it, shall not be deemed or construed to
27 be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of
28 common law or equity, of any liability or wrongdoing, by Defendant, or of the truth of any of the

1 claims asserted by Plaintiff, and evidence relating to the Amended Agreement shall not be
2 discoverable or used, directly or indirectly, in any way, whether in this Action or in any other action
3 or proceeding, except for purposes of enforcing the terms and conditions of the Amended
4 Agreement, the Preliminary Approval Order, or this Order.

5 22. Solely for purposes of such suit, action, or other proceeding, to the fullest extent
6 they may effectively do so under applicable law, the Parties irrevocably waive and agree not to
7 assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject
8 to the jurisdiction of the Court, or that the Court is, in any way, an improper venue or an
9 inconvenient forum. These provisions are necessary to protect the Amended Agreement, this Final
10 Approval Order, and this Court's authority to effectuate the Amended Agreement, and are ordered
11 in aid of this Court's jurisdiction and to protect its judgment.

12 23. As of the Effective Date, the Plaintiff and all Settlement Class Members, whether
13 or not they have returned a Claim Form within the time and in the manner provided for, shall be
14 barred from asserting any Released Claims against Defendant or any Released Parties, and all
15 Settlement Class Members shall have released any and all Released Claims as against Defendant
16 and all Released Parties.

17 24. The Amended Agreement and the Final Approval Order are binding on and have *res*
18 *judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed
19 by the Release, maintained by or on behalf of the Plaintiff and any or all Settlement Class Members.

20 25. Upon the Effective Date: (i) the Amended Agreement will be the exclusive remedy
21 for any and all Settlement Class Members for Released Claims, except those who have properly
22 requested exclusion from (opted-out of) the Settlement in accordance with the terms and provisions
23 thereof; (ii) Defendant will not be subject to liability or expense of any kind to any Settlement Class
24 Member(s) for Released Claims (which exclude claims for property damage and personal injury)
25 except as set forth in the Amended Agreement; and (iii) Settlement Class Members will be
26 permanently barred from initiating, asserting, or prosecuting any and all Released Claims against
27 the Released Parties in any federal or state court or any other tribunal in the United States.

1 26. If an appeal is filed as to this Final Approval Order, and if thereafter the Final
2 Approval Order is not ultimately upheld, or if the Settlement is terminated pursuant to the terms of
3 the Agreement, all orders entered, stipulations made, and releases delivered in connection herewith,
4 or in the Amended Agreement or in connection therewith, shall be null and void to the extent
5 provided by and in accordance with the Amended Agreement. If for any reason whatsoever this
6 Settlement is not finalized or there is no Effective Date of the Settlement as detailed in the
7 Agreement, the certification of the Settlement Class shall be void and the Parties and the Action
8 will return to the *status quo* as it existed prior to the initial Agreement on April 3, 2024, and no
9 doctrine of waiver, estoppel, or preclusion will be asserted in any proceedings, in response to any
10 motion seeking class certification, any motion seeking to compel arbitration, or otherwise asserted
11 at any other stage of the Action or in any other proceeding. No agreements, documents, or
12 statements made by or entered into by any Party in connection with the Settlement may be used by
13 Plaintiff, any person in the proposed Settlement Class, Defendant, or any other person to establish
14 liability, any defense, or any of the elements of class certification, whether in the Action or in any
15 other proceeding.

16 27. Finding that there is no just reason for delay, the Court orders that this Final
17 Approval Order shall constitute a final judgment pursuant to Section 904.1 of the Code of Civil
18 Procedure. The Clerk of the Court is directed to enter this Final Approval Order on the docket
19 forthwith.

20 28. The Court retains jurisdiction over the Parties and the Settlement to enforce the
21 Settlement and terms of this Final Approval Order, pursuant to California Rules of Court, rule
22 3.769(h).

23 29. Without further order of the Court, the Parties may agree to reasonably necessary
24 extensions of time to carry out any of the provisions of the Settlement.

25 30. Settlement Class Counsel shall cause this Final Approval Order and Judgment to be
26 promptly posted on the Settlement Website.

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IT IS SO ORDERED.

Dated: _____, 2025
Hon. Layne H. Melzer
Superior Court Judge

EXHIBIT A

Stephanie Carpio	Manalang
Vairagya	Eiger
Sonali	Goyal
Mayra Carolina	Ramirez
Enya	Du
Jason Eric	Newhouse
Xiao	Chen
Saryan Ashley	Denman

KAZEROUNI LAW GROUP, APC
Abbas Kazerounian, Esq. (SBN 249203)

ak@kazlg.com

Gil Melili, Esq. (SBN 337116)

gil@kazlg.com

245 Fischer Avenue, Unit D1

Costa Mesa, CA 92626

Telephone: (800) 400-6808

Facsimile: (800) 520-5523

Attorney for Plaintiff,

Jacob Chandler

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JACOB CHANDLER, individually, and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 30-2020-01169261-CU-BC-CXC

PROOF OF SERVICE

PROOF OF SERVICE

Case No.: 30-2020-01169261-CU-BC-CXC

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Kazerouni Law Group, APC, 245 Fischer Avenue, Unit D1, Costa Mesa, CA 92626. On October 3, 2025, I served the within document(s):

NOTICE OF MOTION AND PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF ABBAS KAZEROUNIAN IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF JASON A. IBEY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF ANTHONY J. ORSHANSKY IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF JACOB CHANDLER IN SUPPORT OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF MEAGAN BRUNNER REGARDING CLASS NOTICE AND SETTLEMENT ADMINISTRATION

DECLARATION OF GENNEVIE HERBRANSON RE: CLASS NOTICE TO SETTLEMENT CLASS MEMBERS WHO OPTED OUT OF HAVING THEIR INFORMATION SHARED WITH THE CLAIMS ADMINISTRATOR

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

☒ EMAIL - by transmitting electronically via electronic mail the document(s) listed below to counsel of record for Defendants on this date before 11:59 p.m. pursuant to an agreement of the parties and/or Court order.

Raymond A. Cardozo (173263), Terence N. Hawley (179106),
Emily F. Lynch (324055), Maria K. Fairley (336353)

REED SMITH, LLP

101 Second Street, Suite 1800

San Francisco, CA 94105-3659

Email: rcardozo@reedsmith.com, thawley@reedsmith.com,
elynych@reedsmith.com, mfairley@reedsmith.com

Telephone: (415) 543-8700

Facsimile: (415) 391-8629

Attorneys for Defendants

PROOF OF SERVICE

Case No.: 30-2020-01169261-CU-BC-CXC

- 1 -

1 I am readily familiar with the firm's practice of collection and processing correspondence for
2 mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day
3 with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of
the party served, service is presumed invalid if postal cancellation date or postage meter date is more
than one day after date of deposit for mailing in affidavit.

4 I declare under penalty of perjury under the laws of the State of California that the above
5 is true and correct, executed on October 3, 2025, at Simi Valley, California.

6
7 /s/ Gil Melili
GIL MELILI