

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

JACOB CHANDLER, individually, and on
behalf of 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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

JUDGE: Hon. Layne H. Melzer
DEPT.: CX-102

The Court having held a Final Approval Hearing on October 23, 2025, notice of the Final Approval Hearing having been duly given in accordance with this Court’s amended order (1) preliminarily approving class action settlement (ROA #364, the “Amended Preliminary Approval 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,
2 fully executed as of July 18, 2024, 2025 (ROA # 335, Exhibit 1 thereto, the “Amended
3 Agreement”), and the definitions contained therein are incorporated by reference into this Final
4 Approval Order. The terms of this Court’s Amended Preliminary Approval Order issued on April
5 1, 2025, are also 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
14 more courses prior to March 10, 2020, that was designated as in
15 person.

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

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

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

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

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

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

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

10. The Court approves Settlement Class Counsel's application for attorneys' fees and litigation costs, which the Court finds to be fair and reasonable according to the lodestar method. The Court also finds Settlement Class Counsel's hourly rates are reasonable. Accordingly, Settlement Class Counsel is awarded a total of \$249,037 as a combined award of attorneys' fees and costs (representing \$232,295.16 in attorneys' fees and \$16,741.84 in costs), and such amount is to be paid by Defendant pursuant to and in the manner provided by the terms of the Amended Agreement.

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

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

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

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

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

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

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

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

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

20. The Releasing Parties, which include Plaintiff and each and every one of the Settlement Class Members except for the eight individual who requested exclusion as reflected in **Exhibit A** below, unconditionally, fully, and finally release and forever discharge the Released Parties from the Released Claims, as provided for in the Amended Agreement. Additionally, any rights of the Class Representative (excluding other Settlement Class Members) and Defendant to the protections afforded under Section 1542 of the California Civil Code or any other similar, comparable, or equivalent California laws, are terminated pursuant to Section XIV of the Amended Agreement.

1 21. The Amended Agreement (including, without limitation, its exhibits), and any and
2 all negotiations, documents, and discussions associated with it, shall not be deemed or construed
3 to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle
4 of common law or equity, of any liability or wrongdoing, by Defendant, or of the truth of any of
5 the claims asserted by Plaintiff, and evidence relating to the Amended Agreement shall not be
6 discoverable or used, directly or indirectly, in any way, whether in this Action or in any other
7 action or proceeding, except for purposes of enforcing the terms and conditions of the Amended
8 Agreement, the Preliminary Approval Order, or this Order.

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

16 23. The Amended Agreement and the Final Approval Order are binding on and
17 have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings
18 encompassed by the Release, maintained by or on behalf of the Plaintiff and all Settlement Class
19 Members except for the eight individual who requested exclusion as reflected in **Exhibit A**
20 below.

21 24. Upon the Effective Date: (i) the Amended Agreement will be the exclusive remedy
22 for any and all Settlement Class Members for Released Claims, except those who have properly
23 requested exclusion from (opted-out of) the Settlement in accordance with the terms and
24 provisions thereof; (ii) Defendant will not be subject to liability or expense of any kind to any
25 Settlement Class Member(s) for Released Claims (which exclude claims for property damage and
26 personal injury) except as set forth in the Amended Agreement; and (iii) Settlement Class
27 Members will be permanently barred from initiating, asserting, or prosecuting any and all
28

1 Released Claims against the Released Parties in any federal or state court or any other tribunal in
2 the United States.

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

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

22 27. The Court retains jurisdiction over the Parties and the Settlement to enforce the
23 Settlement and terms of this Final Approval Order, pursuant to California Rules of Court, rule
24 3.769(h).

25 28. Without further order of the Court, the Parties may agree to reasonably necessary
26 extensions of time to carry out any of the provisions of the Settlement.

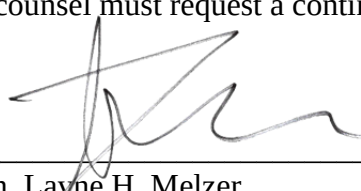
27 29. Settlement Class Counsel shall cause this Order Granting Final Approval of Class
28 Action Settlement and Final Judgment to be promptly posted on the Settlement Website.

30. The final accounting hearing is scheduled for **September 17, 2026, at 2:00 p.m.**, in Department CX102.

31. Plaintiff shall file a declaration from the Claims Administrator regarding disbursement of funds to the *cy pres* recipients in equal amounts no later than 16 Court days prior to the final accounting hearing. The declaration shall address the status of the settlement administration, including the actual amounts paid to Participating Class Members and the other amounts distributed under the Settlement, including uncashed checks and *cy pres* distributions. If all funds have not been disbursed at that time, counsel must request a continuance.

IT IS SO ORDERED.

Dated: November 4, 2025



Hon. Layne H. Melzer
Superior Court Judge

EXHIBIT A

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