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01/08/2025

Brenda L. McCormick
Executive Officer and Clerk
M. Soto
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA**

NICOLAS MONTALVO, on behalf of himself
and all others similarly situated

Plaintiffs,

v.

CALIFORNIA LUTHERAN
UNIVERSITY,

Defendant

Case No.: **56-2022-00563063-CU-BC-VTA**

*Assigned for all purposes to
Hon. Benjamin F. Coats, Dept. 43*

Amended Complaint Filed: June 27, 2022

Action Filed: October 15, 2021

Trial Date: None Set

**[PROPOSED] JUDGMENT AND ORDER
APPROVING AS FINAL THE CLASS SETTLEMENT,
AWARDING ATTORNEY'S FEES, COSTS, EXPENSES, SERVICE AWARD,
AND CLAIMS ADMINISTRATOR COSTS**

1. Pursuant to California Rules of Court including Rule 3.769, the California Code of Civil Procedure including Section 382, and the standards for due process in this jurisdiction, the Parties have jointly agreed upon and submitted an order approving settlement in the above entitled action ("Action") in accordance with a Settlement Agreement and Release ("Agreement"), which sets forth the terms and conditions for the settlement of the lawsuit, *Nicolas Montalvo v. California Lutheran University* ("Lawsuit"), against Defendant, for the dismissal of the Lawsuit against Defendant with prejudice upon the terms and conditions set forth therein, and for the approval of the associated Costs, Fees, and Awards (including attorneys' fees, costs and expenses, Service Awards, and Settlement Claims Administrator's fees, costs and expenses). The Court has reviewed and considered the Agreement, the Affirmation of Michael A. Tompkins, dated October 10, 2024,

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1 exhibits attached thereto, as well as prior submissions and orders in this Action. Defendant agreed,
2 for settlement purposes only, not to oppose Plaintiffs' application for final approval of the proposed
3 class action settlement and for approval of awards, professional fees, and costs.

4 2. On July 1, 2024, this Court issued a decision and order ("Preliminary Approval
5 Order") preliminarily approving the proposed Settlement Agreement and providing for notice of the
6 settlement to the class pursuant to Rule 2.769 of California Rules of Court. Pursuant to Rule
7 2.769(e), this Court also scheduled a Fairness Hearing to further review the terms of the settlement
8 and to provide an opportunity for any objections to be heard. No Class Member elected to appear or
9 raised any issues with the parties or the Court.

10 3. Based on the submissions of the Parties, including the detailed submissions of the
11 Settlement Claims Administrator on the notice and election processes including those set forth in
12 Section 2.3 of the Settlement Agreement and this Court's Preliminary Approval Order, this Court
13 has determined it can evaluate the Settlement for procedural and substantive fairness pursuant to
14 Rule 3.769(g), after Class Members have been advised of its terms and their rights.

15 4. Based on the foregoing, and upon all the evidence presented to the Court, the
16 proposed class action settlement is approved as fair and reasonable. This Court is satisfied that the
17 proposed settlement in this action meets both procedural and substantive fairness.
18

19 IT IS HEREBY ORDERED, that this Court has jurisdiction over the subject matter of this
20 Lawsuit, and over all parties to this Lawsuit, including all members of the Settlement Class (as
21 defined below).

22 FURTHER, that for purposes of this ORDER, all terms not otherwise defined herein shall
23 have the same meanings set forth in the Agreement.

24 FURTHER, this Order constitutes a Final Approval order pursuant to Section 1.13 of the
25 Agreement, pursuant to Rule 3.769, and pursuant to Code of Civil Procedure § 382.

26 FURTHER, the Court certifies the following class for settlement purposes only ("Settlement
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1 Class”):

2 All students who paid tuition and Mandatory Fees, or had tuition and fees paid
3 on their behalf to CLU for the Spring 2020 semester.

4 FURTHER, pursuant to Section 3.5 of the Agreement, excluded from the above
5 defined Settlement Class is any Class Member who enrolled in online only classes at the
6 beginning of the Spring 2020 Semester, who paid no tuition or fees, or who left CLU prior
7 to March 13, 2020.

8 FURTHER, that this Court hereby approves the settlement set forth in the Agreement,
9 including the release of claims contained therein, and finds that the settlement is, in all respects, fair,
10 reasonable, adequate and in the best interests of the Settlement Class, as well as binding on all Class
11 Members who have not properly and timely opted out or excluded themselves from the settlement,
12 in accordance with Rule 3.769(f), and directs implementation of all its terms and provisions.

13 FURTHER, that Plaintiffs and Class Members who have not properly and timely exercised
14 their opt-out rights in this Lawsuit are hereby conclusively deemed to have released or discharged
15 Defendant and the Released Parties from all Released Claims pursuant to Section 3.6 of the
16 Settlement Agreement, and are permanently enjoined and barred from asserting, either directly or
17 indirectly, against Defendant, any and all claims as articulated in the Agreement, except to enforce
18 the terms of the Agreement.
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20 FURTHER, that the notice given to the Settlement Class fully and accurately informed the
21 Class Members of the proposed settlement, was the best notice practicable under the circumstances,
22 and constituted valid, due and sufficient notice to the Settlement Class complying fully with Rule
23 3.769.

24 FURTHER, Defendant shall fund the Qualified Settlement Fund in accordance with the
25 Agreement including by funding the Gross Settlement Fund for payments to Class Members,
26 attorneys’ fees and expenses, the Service Award, and other amounts provided for in the Agreement
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1 and as detailed in the Settlement Claims Administrator Affirmation, and such payment shall be made
2 in accordance with the terms of the Settlement Agreement including Section 3.1.

3 FURTHER, the Court finds that the allocation formula described in the submissions,
4 including the Settlement Agreement Section 3.5 and Settlement Claims Administrator Declaration
5 is fair and reasonable in light of the risks and the proposed resolution, and that the Claims
6 Administrator shall make payments upon funding in accordance with Sections 3.1 and 3.2 to Class
7 Members and perform the necessary functions for properly reporting and recording such payments.

8 FURTHER, the Court authorizes Judge Suzanne Segal (Ret.) to have authority to efficiently
9 and swiftly resolve calculation, allocation, or distribution issues including those set forth in Section
10 3.5.1(III), subject to ultimate discretion by this Court, if required.

11 FURTHER, the process for dealing with Uncashed and Unclaimed Funds shall be followed
12 in accordance with Section 3.1.2.

13 FURTHER, the Named Plaintiff's service award in the amount of \$10,000.00 is fair and
14 reasonable as proposed in Section 3.4 in the motion put before this Court.

15 FURTHER, Class Counsel's request for fees, costs, expenses, and claims administration
16 costs in the amount of \$918,000, are approved as reasonable and fair considering the time, effort,
17 and result achieved in this Settlement for Plaintiffs and the Settlement Class, and the Claims
18 Administrator is directed to make such payments to Class Counsel in accordance with the
19 Agreement including Sections 3.2 and 3.3 to the requisite individuals and entities regarding such
20 fees, costs, and expenses.

21 FURTHER, the Settlement Claim Administrator's request for separate payment from the
22 Settlement Fund shall be resolved by Class Counsel pursuant to their award of fees, costs, and
23 expenses of \$918,000 as set forth above.

24 FURTHER, that the Settlement Claims Administrator is directed to distribute Settlement
25 Checks to the Class Members and the Service Award to the Named Plaintiff, as well as to satisfy all
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1 other incidental financial obligations with regard to the settlement amount from the Qualified
2 Settlement Fund, in accordance with the terms of the Settlement Agreement including Sections 3.1,
3 3.2, 3.3, 3.4 and 3.5.

4 FURTHER, in view of the Court's final approval of the settlement, the Court dismisses the
5 Action with prejudice and without costs, expenses or attorneys' fees to any party except as provided
6 in the Agreement and this Order.

7 FURTHER, that without affecting the finality of this judgment and order in any way, this
8 Court hereby retains jurisdiction over consummation and performance of the Settlement Agreement.

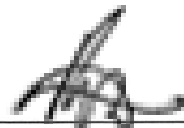
9 FURTHER, that pursuant to Cal. Rules of Court, Rule 3.769(h), this Court retains
10 jurisdiction over the Parties to enforce the terms of the Judgment, as set forth herein, and all of the
11 terms of the Settlement Agreement and any other orders issued by this Court.

12 FURTHER, that pursuant to Cal. Rules of Court, Rule 3.769(h), notice of this judgment must
13 be given to the class in the manner by which notice was initially provided to them, including (1) by
14 email, (2) by physical mail to any individual without a valid email address, and (3) by posting on
15 the settlement website. The Claims Administrator is directed to provide notice of this Judgment and
16 Order within 10 days of receipt.

17 FURTHER, that the Clerk of the Court is directed to close this case bearing 56-2022-
18 00563063 on the 31st day after this Order is entered.

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21 DATED: 12/20/2024

22 BY THE COURT:

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25 Hon. Benjamin F. Coats, J.S.C.