

FILED
ALAMEDA COUNTY

MAY 22 2023

CLERK OF THE SUPERIOR COURT

By  Deputy

1 HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)
jhammond@hammondlawpc.com
2 Adrian Barnes (SBN 253131)
abarnes@hammondlawpc.com
3 Polina Brandler (SBN 269086)
pbrandler@hammondlawpc.com
4 Ari Cherniak (SBN 290071)
acherniak@hammondlawpc.com
5 1201 Pacific Avenue, Suite 600
Tacoma, WA 98402
6 (310) 601-6766
7 (310) 295-2385 (Fax)

8 *Attorneys for Plaintiff and the Putative Class*

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ALAMEDA**

13 **CHRISTOPHER BRANDMEIR**, individually
and on behalf of all others similarly situated,

14 Plaintiff,

15 vs.

17 **COLUMBIA SOUTHERN UNIVERSITY,**
18 **INC.** an Alabama Corporation,

19 Defendant.

CASE NO. 22CV013638

**[REVISED PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 23, 2023
Time: 3:00 p.m.
Dept. 23; Hon. Brad Seligman
Reservation ID: 818555807038

1 This matter is before the Court on Plaintiff's unopposed Motion for Preliminary Approval of
2 Class Action Settlement based on a Class Action and PAGA Settlement Agreement ("Settlement
3 Agreement") in the above-titled case, which is attached as **Exhibit 1** to the Declaration of Julian
4 Hammond In Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed
5 herewith. The motion, having been fully considered by the Court, is granted on the ground that the
6 settlement set forth herein is within the range of reasonableness. **This Court will conduct a Final Fairness
7 Hearing on August 25, 2023 at 9:30 A.M.**, after notice has been provided to the Class Members as in the
8 Settlement Agreement and below, to confirm that the Settlement Agreement is fair, adequate and
9 reasonable, and to determine whether a final judgment should be entered in this action:

10 IT IS HEREBY ORDERED THAT:

11 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement, and
12 all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

13 2. This Court preliminarily approves the Settlement Agreement and finds that it is within the
14 range of reasonableness as to the Class and Defendant, and is the product of good faith, arm's length
15 negotiations between the parties.

16 3. This Court certifies a provisional class for the purposes of this settlement which is defined as
17 All full and part-time faculty and instructors who worked for Defendant in
18 California during the Class Period, which is the period from **June 30, 2018,**
19 **to April 25, 2023.**

20 4. The Court finds that for the purposes of settlement, Plaintiff has established in his moving
21 papers that all of the requirements for certification of a provisional settlement class pursuant to California
22 Rules of Court 3.769(d) are satisfied.

23 5. The Court appoints Phoenix Settlement Administrators as the Settlement Administrator. The
24 Court further preliminarily approves the payment of the settlement administration costs as provided in
25 the Settlement Agreement.

26 6. The Court appoints and designates Plaintiff as the Class Representative, and Julian Hammond,
27 Polina Brandler, and Ari Cherniak of HammondLaw, P.C. as Class Counsel.

28 7. Notice, in the form attached hereto, shall be provided to the Class Members in the following
manner: **Within 20 calendar days of this Order, Defendant shall provide the Class Data** to the Settlement
Administrator. **Within 10 calendar days of receiving the Class Data, the Settlement Administrator will**
send the Class Notice attached as Exhibit A to the Settlement Agreement ("Class Notice") to the Class
via U.S. First Class Mail. Not less than 3 business days after the Settlement Administrator's receipt of
any Class Notice returned as undelivered, the Settlement Administrator shall re-mail the Class Notice

1 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
2 the Settlement Administrator shall conduct a Class Member Address Search, as defined in the Settlement
3 Agreement, and re-mail the Class Notice to the most current address obtained.

4 8. Class Members shall have 45 calendar days from the date of the first mailing (“Response
5 Deadline”) to submit requests for exclusion, objections, and/or challenges to the Individual Class
6 Member Pay Periods, except for all Class Members whose notice is re-mailed the deadline will be
7 extended an additional 14 calendar days beyond the Response Deadline.

8 9. Unless a Class Member submits a valid and timely Request for Exclusion as provided in the
9 Settlement Agreement, they will automatically become a Participating Class Member. The Class
10 Members who wish to be excluded from the settlement must send the Settlement Administrator by fax,
11 email, or mail, a signed written Request for Exclusion that reasonably communicates the Class Member’s
12 election to be excluded from the Settlement and includes the Class Member’s name, address, and email
13 address or telephone number. To be valid a Request for Exclusion must be timely faxed, emailed, or
14 postmarked by the Response Deadline.

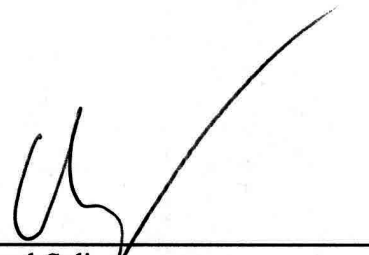
15 10. Class Members will have the right to challenge the number of Individual Class Member Pay
16 Periods and Aggrieved Employee Pay Periods allocated to the Class Member in the Class Notice. The
17 Class Members may challenge the allocation by communicating with the Settlement Administrator via
18 fax, email, or mail. The Settlement Administrator must encourage the challenging Class Member to
19 submit supporting documentation. In the absence of any contrary documentation, the Administrator is
20 entitled to presume that the Individual Class Member Pay Periods and Aggrieved Employee Pay Periods
21 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
22 Administrator’s determination of each Class Member’s allocation of Individual Class Member Pay
23 Periods and Aggrieved Employee Pay Periods shall be final and not appealable or otherwise susceptible
24 to challenge.

25 11. Only Participating Class Members may object to the class action components of the
26 Settlement Agreement, including contesting the fairness of the Settlement, and/or amounts requested for
27 the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class
28 Representative Service Payment. Participating Class Members may send written objections to the
Administrator by fax, email, or mail. In the alternative, Participating Class Members may appear in court
(or hire an attorney to appear in court) to present verbal objections at the Final Approval Hearing.

12. The Final Approval Hearing shall be held on August 25, 2023, at 9:30 a.m. to determine
whether the Settlement Agreement is fair, adequate, reasonable, and should be approved.

IT IS SO ORDERED.

Dated: 5/22, 2023



Hon. Brad Seligman
Judge of the Superior Court

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Brandmeir v. Columbia Southern University, Inc.
(Alameda County Superior Court, Case No. 22CV013638)

As a current or former Full-Time or Part-Time Faculty Member or Instructor of Columbia Southern University in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement (“Settlement”) of class action litigation.

You have received this Notice of Class Action and PAGA Settlement because Columbia Southern University, Inc.’s (“Defendant” or “CSU”) records show you are a “Class Member” and therefore entitled to a payment from this class action settlement. “Class Member” refers to all persons who were employed by Defendant in California as part-time and full-time faculty and instructors at any time between June 30, 2018 through April 25, 2023 (the “Class Period”).

- The settlement resolves a class-action lawsuit, *Brandmeir v. Columbia Southern University, Inc.* (the “Lawsuit”), which alleges that Defendant: (i) failed to pay wages for all hours worked, including overtime; (ii) failed to provide compliant rest breaks; (iii) failed to pay compensation due on discharge from employment; (iv) failed to issue accurate itemized wage statements; and (v) failed to reimburse for necessary expenses.
- On **DATE**, the Alameda County Superior Court granted preliminary approval of this class action Settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. CSU vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.
- The Final Fairness and Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at Department 23 of Alameda Superior Court on August 25, 2023 at 9:30 a.m., located at 1221 Oak Street, Alameda California, 94612, before the Honorable Brad Seligman. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit and about your options before the Court decides whether to finally approve the settlement. If the Court approves the Settlement, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how you will obtain them.

What Is This Case About?

Christopher Brandmeir worked as a part-time instructor and full-time faculty member for CSU in California during the Class Period. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for CSU’s alleged failure to pay wages for all hours worked, including overtime, failure to provide Class Members with legally compliant rest breaks, failure to pay all wages owed upon separation from employment, failure to furnish timely and accurate wage statements, and failure to reimburse for necessary expenses.

Questions? Contact the Settlement Claims Administrator toll free at ~~XXX-XXX-XXXX~~

CSU vigorously denies all of the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff's claims. The Court has only preliminarily approved a Class Action Settlement Agreement. The Court will decide whether to give final approval to the Settlement at the Final Fairness and Approval Hearing.

Summary of the Settlement Terms

Plaintiff and CSU have agreed to settle this case on behalf of the Class for the Gross Settlement Amount of \$320,000. The Gross Settlement Amount includes: (1) Administration Costs up to \$6,000; (2) a service payment of up to \$7,500 to Plaintiff for his time and efforts in exchange for the general release of claims Plaintiff will enter into as part of the Settlement with CSU; (3) attorney's fees of up to 35% of the Settlement Amount (\$112,000) and up to \$20,000.00 in litigation costs to Class Counsel; and (4) payment allocated to PAGA penalties in the amount of \$10,000 (with \$7,500 to be paid to the Labor and Workforce Development Agency ("LWDA") and \$2,500 to be paid equally to Class Members who worked during the PAGA Period (defined as June 28, 2021 through April 25, 2023). After deducting these sums, a total of approximately \$164,500 will be available for distribution to Class Members ("Net Settlement Amount"). In addition to the Gross Settlement Amount, Defendant will bear all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement.

Distribution to Class Members

The Net Settlement shall be paid to Class Members pro-rata based on the number of pay periods that they worked as a part-time or full-time faculty member or instructor during the Class Period, in proportion to all such pay periods worked by all Class Members.

In addition, the \$2,500 in PAGA penalties shall be paid on a pro rata basis to Aggrieved Employees who worked for CSU in California during the PAGA Period. You will receive this payment and will release your Released PAGA Claims (defined below) regardless of whether or not you opt-out of the Settlement.

Some Class Members and Aggrieved Employees were paid on a monthly basis. To compensate all Class Members and Aggrieved Employees who were paid monthly on an equal basis to those who were paid bi-weekly, all monthly pay periods of Class Members and Aggrieved Employees who were compensated monthly shall be converted to bi-weekly pay periods using a multiplier of 2.167, derived by dividing the number of bi-weekly pay periods in one year by the number of monthly periods in one year (26 bi-weekly pay periods / 12 monthly pay periods = 2.167 bi-weekly pay periods per a monthly pay period).

Your Estimated Settlement Award

Defendant's records show that you are a member of the Class and worked a total of: <<PAY PERIODS>> during the Class Period. Your estimated share of the Net Settlement Amount allocated to the Class is [XXXX].

Defendant's records show that you are a member of the PAGA Aggrieved Employees and worked a total of: <<PAY PERIODS>> during the PAGA Period. Your estimated share of the PAGA Payment is [XXXX].

If you believe that the number of pay periods is incorrect, you may notify the Settlement Administrator by fax, email, or mail and provide any supporting documents and information to the Settlement Administrator at the address listed below no later than the **RESPONSE DEADLINE**.

Tax Reporting

Questions? Contact the Settlement Claims Administrator toll free at XXX-XXX-XXXX

For tax reporting purposes, the Class payment paid to the Class will be allotted 30% to wages subject to withholdings and 70% to expenses, penalties, and interest which will be reported on IRS 1099 Forms.

For tax reporting purposes, the PAGA payment paid to the Aggrieved Employees will be reported on IRS 1099 Forms.

Please consult a tax advisor regarding the tax consequences of your Settlement Award. This notice is not intended to provide legal or tax advice.

Claims That You Are Releasing Under the Settlement

Class Released Claims: If finally approved by the Court, each Class Member who does not request exclusion from the Settlement will be bound by all of the terms of the Settlement, and will release CSU from all claims that have been pled or could have been pled based on the factual allegations contained in the Second Amended Complaint that occurred during the Class Period and arising under Cal. Labor Code §§ 201, 202, 203, 226(a) and (e), 226.2, 226.7, 510, 1194, and 2802; IWC Wage Order No. 4-2001, §§ 3, 4, 12, and Cal. Business & Professions Code §§ 17200 et seq.

PAGA Released Claims: If finally approved by the court, all Aggrieved Employees who worked during the PAGA Period, whether or not they opt out of the Settlement, will release all their PAGA claims that have been pled or could have been pled based on the factual allegations contained in the Second Amended Complaint and PAGA letter sent by Plaintiff that occurred during the PAGA Period including, without limitation, violations of Labor Code §§ 201-203, 226(a) and (e), 226.2, 226.7, 1194, 510, 2802, 2699 et seq., IWC Wage Order No. 4-2001 §§ 3, 4, 12, and Business & Professions Code §§ 17200, et seq.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your payment because you are a Class Member. If you do not dispute your pay periods calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the Settlement, and you desire to be excluded from the Settlement. The written request for exclusion must include your name, address, telephone number, case name and number, and last four digits of your Social Security Number. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to:

Phoenix Settlement Administrators
[Address]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. If you exclude yourself from the Settlement then you will get no payment, other than your share of PAGA penalties, and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit, other than your claim for PAGA civil penalties.

Questions? Contact the Settlement Claims Administrator toll free at **XXX-XXX-XXXX**

Option 3 – File an Objection to the Settlement

If you wish to object to the Settlement you may file an objection in writing or appear at the hearing. All written objections must provide your full name, address and telephone number, the case name and number, the last four digits of your Social Security Number, and your reasons why you think the Court should not approve the Settlement. Your objection must be mailed the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your share of the Settlement.

Final Fairness and Approval Hearing

The Final Fairness and Approval Hearing is set for August 25, 2023, at 9:30 in Dept 23, Administration Building, located at 1221 Oak Street Oakland, California 94612.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may visit www._____.com, call the Settlement Administrator at [PHONE NUMBER] or Class Counsel at:

HAMMONDLAW, P.C.
Julian Hammond (SBN 268489)
jhammond@hammondlawpc.com
Polina Brandler (SBN 269086)
pbrandler@hammondlawpc.com
Ari Cherniak (SBN 290071)
acherniak@hammondlawpc.com
1201 Pacific Avenue, Suite 600
Tacoma, WA 98402
Tel: (310) 601-6766
Fax: (310) 295-2385

The pleadings and other records in this Lawsuit may be examined online on the Alameda County Superior Court's Website, known as 'eCourt Public Portal,' at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the 'Search' tab at the top of the page, then select the Document Downloads link, enter the case number (22CV013638) and click 'Submit.' Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge at the Clerk's office at the Superior Court of the State of California for the County of Alameda, 1225 Fallon Street, Oakland, CA 94612.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator or Class Counsel.

PLEASE DO NOT CONTACT THE COURT OR CLERK OF THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

Questions? Contact the Settlement Claims Administrator toll free at [XXX-XXX-XXXX](tel:XXX-XXX-XXXX)