

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JOHN MEARS, MARIA CHOLICO, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

CALIFORNIA WESTERN SCHOOL OF LAW, a
California corporation, and DOES 1 through 100,
inclusive,

Defendants.

Lead Case No. 37-2020-00023126-CU-BC-CTL
Consolidated with 37-2020-00023333-CU-BC-CTL

[Assigned for all purposes to
Hon. Loren Freestone, Dept. C-64]

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

CRISTAL TEJEDA a.k.a. CRYSTAL TEJEDA, on
behalf of herself and all others similarly situated,

Plaintiffs,

v.

CALIFORNIA WESTERN SCHOOL OF LAW, a
California corporation, and DOES 1 through 100,
inclusive,

Defendants.

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

A California court authorized this Notice. This is not a solicitation from a lawyer.

- You have received this Notice because we believe you are a class member who may be entitled to money from a proposed class action settlement (“Settlement”).
- This Settlement describes the proposed settlement of the above-referenced lawsuit, which will provide \$250,000.00 (“Gross Settlement Amount”) in exchange for the release of claims that involve all California Western School of Law (“CWSL”) students who enrolled to attend in-person classes during the Class Period March 16, 2020, through April 18, 2020 (i.e., CWSL’s Spring 2020 semester when in-person learning was not available due to stay-at-home orders issued by the Governor of California) (“Settlement Class Members”).
- **Your legal rights may be affected whether you act or do not act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

**Participate in the Settlement -
Do Nothing.**

**(Set Up Electronic Payment
for Fastest Payment Option by
December 31, 2024)**

If you wish to remain as a Settlement Class Member, be bound by the Settlement, and receive your Individual Settlement Payment, then you do not need to do anything, but for the fastest payment option, set up your electronic payment on the Settlement Administrator’s website specified at the end of this notice.

Exclude Yourself (No Later than December 30, 2024)	If you wish to exclude yourself from the Settlement, you must follow the instructions in this Notice. If you exclude yourself, you will not be paid an Individual Class Settlement Payment. You will not be bound by the Class Release as discussed in more detail in this Notice. You cannot object to the Settlement.
Object (No Later than December 30, 2024)	If you wish to object to the Settlement, you must follow the instructions in this Notice. If you object, you will still be bound by the terms of the Settlement and receive your Individual Settlement Payment, regardless of how the Court rules on your objection.
<i>Further instructions are provided below.</i>	

WHAT IS THIS LAWSUIT ABOUT?

On July 6, 2020, Plaintiffs John Mears and Maria Cholicco filed a class action against CWSL for various causes of action. On July 7, 2020, Plaintiff Crista Tejada (together with Plaintiffs Mears and Cholicco, “Plaintiffs”) also filed a class action against CWSL. The two actions were consolidated into one action (“Action”). The operative Complaint alleges a cause of action for Breach of Contract.

Specifically, this Action alleges damages related to the CWSL’s transitioning in-person instruction and a physical campus to purely an online remote format in the Spring 2020 semester because of the COVID-19 pandemic.

CWSL denies any liability or wrongdoing of any kind associated with the claims alleged in this Action. CWSL contends, among other things, that it complied at all times with California law and acted in good faith to protect the health of its students, faculty, and staff.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

Plaintiffs filed putative class actions asserting certain claims against CWSL. CWSL denies any and all liability or wrongdoing. The Court did not decide in favor of Plaintiffs or CWSL. There was no trial, nor has the Court made any rulings regarding the merits of the case.

Rather, after engaging in a private mediation before an experienced mediator, in which both sides recognized the substantial costs, risks, and uncertainty if this Action were to continue, Plaintiffs and CWSL agreed on a class Settlement and Release of Claims that was preliminary approved by the Court on October 11, 2024. Plaintiffs and CWSL believe that the Settlement is fair, reasonable and adequate and in the best interests of all Settlement Class Members.

By agreeing to settle, CWSL is not admitting it has any liability on any of the factual allegations or claims in this Action, or that the Action can or should proceed as class actions.

B. Who is included in the Settlement Class?

The Settlement Class Members are comprised of:

- “Class Members”: All CWSL students who enrolled to attend in-person classes during the Spring 2020 Term.

C. What does the Settlement provide?

Defendant will pay \$250,000.00 to settle the class claims. The following sums will be paid from the Gross Settlement Amount, subject to Court approval:

- (1) Class Counsel Award: Class Counsel will request from the Court an award of attorneys' fees not to exceed \$83,333.33, as well as a reimbursement of Class Counsels' documented litigation costs in an amount not to exceed \$15,000;
- (2) Class Representative Enhancement Award: Class Counsel will request from the Court an award not to exceed \$5,000 to each of the Class Representatives in recognition for their service in the Action;
- (3) Settlement Administration Costs: Payment to the Settlement Administrator, not to exceed \$15,000, which pays for tasks such as mailing and tracking this Notice, processing objections and exclusions, sending electronic payments and mailing checks and tax forms, and reporting to the Parties and the Court.

These payments are subject to Court approval. The money remaining in the Gross Settlement Amount after these payments is the "Net Settlement Amount."

The Net Settlement Amount shall be distributed to Settlement Class Members as follows: "Individual Class Settlement Payments" are the amounts payable to the Settlement Class Members who do not submit a valid and timely Request for Exclusion.

The Net Settlement Amount shall be allocated to "Individual Class Settlement Payments," in which 100% of these payments shall be allocated to restitution. Each Individual Class Settlement Payment will not be reduced by any tax deductions, so please consult a tax specialist.

D. What are you giving up to receive a payment or stay in the Class?

If the proposed Settlement is approved by the Court, a judgment will be entered such that each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will release and discharge the "Released Parties" from all "Released Claims" upon full funding of the Gross Settlement Amount.

"Released Parties" means California Western School of Law as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employees, agents, consultants, independent contractors, insurers, including without limitation employees of the foregoing, directors, trustees, board members, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, corporations, and all third party service providers or entities identified as California Western School of Law's agents and/or independent contractors in this Action.

"Class Release" and/or "Released Claims" means all complaints, actions, causes of action, claims, liabilities, demands, obligations, promises, agreements, controversies, damages, costs, losses, debts, liabilities and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints, including but not limited to any claims in any way related to CWSL's transition to remote instruction as a result of the COVID-19 pandemic.

E. How is my share of the Settlement calculated?

Each Settlement Class Member who does not request exclusion from the Settlement shall receive an Individual Settlement Payment, which shall be calculated by dividing the Net Settlement Amount by the number of Participating Class Members.

Your estimated Individual Payment Amount is [____]. This amount is subject to change based on the final ruling of the Court and the number of Settlement Class Members who request to be excluded from the Settlement.

THE SETTLEMENT HEARING

The Court will conduct a Final Fairness Hearing regarding the proposed settlement on **March 14, 2025**, at **10:30 a.m.**, before Judge Loren Freestone in Department C-64 of the San Diego Superior Court, located in the Hall of Justice, 330 West Broadway, San Diego, CA 92101. Directions to this courthouse and on how to appear remotely are accessible from the court's website at <https://www.sdcourt.ca.gov>.

At the Final Settlement Hearing, the Court will determine: final approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative Enhancement Award, (iii) Individual Settlement Payments, and (iv) the Settlement Administration Cost. At the Final Settlement Hearing, the Court may hear all properly submitted objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you at your own cost, or to enter an appearance and represent yourself, but Class Counsel will not represent you with respect to any objections to the Settlement.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If your address changes, you must update your address with the Settlement Administrator. The Settlement Administrator's website and address are provided at the end of this Notice.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself from the Settlement Class by submitting a written Request for Exclusion, but if you choose to do so, you will not receive any benefits from the proposed settlement, and you will not be bound by the Released Claims. The written Request for Exclusion must be postmarked no later than December 30, 2024 and: (1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Student ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked by **December 30, 2024** and returned to the Settlement Administrator at the specified address; and (4) must describe the Settlement Class Member's intent to request exclusion, opt out, or words to that effect. If a signed Request for Exclusion is not timely submitted stating the name and address of the Settlement Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court. The Settlement Administrator's address is provided at the end of this Notice.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing, no later than **December 30, 2024**. You must mail your objection to the Settlement Administrator's address provided at the end of this Notice. The date of the postmark on your envelope shall be the

exclusive means for determining that a Notice of Objection was timely submitted. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's and/or Student ID number; (3) the basis for the objection; and (4) whether you intend to appear at the Final Settlement Hearing. Failure to indicate whether you intend to appear at the Final Settlement Hearing will not preclude you from appearing at the Final Settlement Hearing; however, Class Counsel shall include all objections received and Plaintiffs' response(s) with Plaintiffs' motion for final approval of the Settlement. Class Counsel shall not represent any Settlement Class Members with respect to any such objections.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may review the detailed "Class Action Settlement Agreement" which is on file with the Clerk of the Court. The pleadings and other records in the Action may be examined in person at the Court Clerk's office, located at 330 West Broadway, San Diego, CA 92101. You may also access certain filings in this case online from the Settlement Administrator's website at: **www.rg2claims.com/calwestern.html**.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the phone number and address provided at the end of this Notice. Please refer to the *California Western School of Law* Class Action Settlement.

You may also contact Class Counsel below. Please reference the *California Western School of Law* Class Action Settlement.

Class Counsel

Anthony Nguyen
Erik A. Dos Santos
SHEGERIAN & ASSOCIATES, INC.
11520 San Vicente Boulevard
Los Angeles, CA 90049
Telephone: (424) 231-0178
*For Spanish, please call Celeste at (424) 416-0225.

California Western Settlement Administrator
P.O. Box 59479
Philadelphia, PA 19102-9479
Telephone: (866) 742-4955
Email: CalWesternSettlement.com

CWSL's Attorneys

Michael E. Baughman
TROUTMAN PEPPER HAMILTON SANDERS LLP
3000 Two Logan Square Eighteenth and Arch S
Philadelphia PA 19103
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TROUTMAN PEPPER HAMILTON SANDERS LLP
5 Park Plaza, Suite 1400
Irvine, CA 92614
(949) 622-2777

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.
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