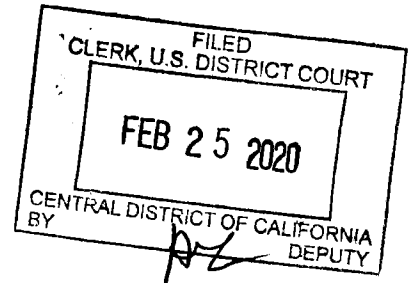


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

IN RE: USC STUDENT
HEALTH CENTER
LITIGATION

No. 2:18-cv-04258-SVW
[Consolidated with:
No. 2:18-cv-04940- SVW-GJS,
No. 2:18-cv-05010-SVW-GJS,
No. 2:18-cv-05125-SVW-GJS, and
No. 2:18-cv-06115-SVW-GJS],

**FINAL APPROVAL ORDER AND
JUDGMENT**

Hon. Stephen V. Wilson

1 This matter is before the Court on Plaintiffs' Motion for Final Settlement
2 Approval. Plaintiffs, individually and on behalf of the proposed Settlement Class,
3 and Defendants have entered into a Second Amended Settlement Agreement
4 ("Settlement") that, if approved, would resolve this litigation.

5 On February 14, 2020, the Court granted final approval of the Settlement in a
6 docket entry, requesting that the parties submit a revised proposed order. Dkt. 170.

7 The Court, after carefully considering the motion and the Settlement together
8 with all exhibits and attachments thereto, the record in this matter, and the briefs and
9 arguments of counsel, and good cause appearing, has determined: (a) the Settlement
10 is fair, reasonable, and adequate and should be finally approved; (b) the Settlement
11 Class is certified pursuant to Rule 23(a) and 23(b)(3); (c) the Notice to the Class was
12 directed in a reasonable manner; (d) jurisdiction is reserved and continued with
13 respect to Plaintiffs' motion for service awards to the Plaintiffs and attorneys' fees,
14 costs, and expenses to Class Counsel; (e) jurisdiction is reserved and continued with
15 respect to the implementation and enforcement of the terms of the Settlement; (f)
16 Plaintiffs are appointed Class Representatives; and (g) Hagens Berman Sobol
17 Shapiro LLP, Girard Sharp LLP, Lief Cabraser Heimann & Bernstein LLP, are
18 appointed as Co-Lead Class Counsel and Sauder Schelkopf LLC, and Kohn, Swift
19 & Graf, P.C. are appointed as Additional Class Counsel (collectively, "Class
20 Counsel").

21 IT IS HEREBY ORDERED as follows:

22 1. The Court has jurisdiction over this litigation, Plaintiffs,
23 Defendants, and Settlement Class Members, and any party to any agreement that is
24 part of or related to the Settlement.

25 2. All capitalized terms shall have the same meaning ascribed to
26 them in the Settlement.

27 3. Pursuant to Rule 23(e), the Court hereby finds the Settlement is
28 fair, reasonable, and adequate.

1 4. Rule 23(e)(2)(A) is satisfied because the Plaintiffs and Class
2 Counsel have vigorously represented the Class.

3 5. Rule 23(e)(2)(B) is satisfied because the Settlement was
4 negotiated at arm's length by informed counsel acting in the best interests of their
5 respective clients, and with the close participation of a mediator.

6 6. Rule 23(e)(2)(C) is satisfied because the relief provided for the
7 Class is outstanding considering the costs, risks, and delay of trial and appeal. The
8 three-tier settlement claims process centered on claimant choice is an efficient,
9 accessible, safe, and private way to maximize payments to Class Members. The
10 Equitable Relief Measures ensure meaningful institutional change will be
11 implemented at USC to prevent further sexual misconduct and violence. Defendants
12 will pay Class Counsel's attorneys' fees and costs separately, without any reduction
13 of Class Member recoveries. There are no undisclosed side agreements.

14 7. Rule 23(e)(2)(D) is satisfied as the Settlement treats Class
15 Members equitably by presenting each of them with the same choices within the
16 three-tier structure. The Three Member Panel, including the Special Master,
17 OB/GYN, and forensic psychiatrist, will evaluate claims and allocate awards to Tier
18 2 and Tier 3 Claimants. They will not consider either the number or amount of other
19 Claim Awards or the total Settlement Amount when making their Claim Award
20 determinations.

21 8. The Court certifies, for settlement purposes only, the following
22 Class:

23 All women who were seen for treatment by Dr. George M.
24 Tyndall at the University of Southern California student
25 health center during the period from August 14, 1989 to
26 June 21, 2016: (a) for Women's Health Issues; or (b)
27 whose treatment included an examination by him of her
28 breast or genital areas; or (c) whose treatment included the
taking of photographs or videotapes of her unclothed or
partially clothed body.

1 9. The Court finds that the requirements of Rule 23(a) and Rule 23
2 (b)(3) are satisfied for the certification of the Class for settlement purposes only.

3 10. Rule 23(a)(1) is satisfied because the Class consists of
4 approximately 17,913 women, whose identities were ascertainable through USC's
5 records and self-identification, and joinder of all members is impracticable.

6 11. Rule 23(a)(2) is satisfied because there are common issues of law
7 and fact—Tyndall's alleged misconduct toward female patients at the USC student
8 health center, and USC's alleged failure to terminate or otherwise discipline him—at
9 the core of all claims.

10 12. Rule 23(a)(3) is satisfied because the Class Representatives'
11 claims are typical of those of Settlement Class Members. Rule 23(a)(4) is satisfied
12 because the Class Representatives fairly and adequately protected the interests of the
13 Settlement Class.

14 13. Rule 23(b)(3) is satisfied because the questions of law or fact
15 common to the Settlement Class predominate over individual questions, and a class
16 action is superior to other available methods for the fair and efficient adjudication of
17 this controversy.

18 14. In making all the foregoing findings, the Court has exercised its
19 discretion in certifying a Settlement Class.

20 15. The Court finds that due notice was given in accordance with the
21 Preliminary Approval Order [Dkt. 148], and that the form and content of that
22 Notice, and the procedures for dissemination thereof, satisfy the requirements of
23 Rule 23(e) and due process and constitute the best notice practicable under the
24 circumstances.

25 16. The Court held a hearing to consider the fairness, reasonableness
26 and adequacy of the proposed Settlement, and was advised that there are no
27 objections to the Settlement from any Settlement Class Members.

28

1 17. Adequate notice of the proceedings was given to Settlement
2 Class Members, with a full opportunity to participate in the fairness hearing.
3 Therefore, it is hereby determined that all Settlement Class Members are bound by
4 this Final Approval Order and Judgment.

5 18. The Court **GRANTS** final approval of the Settlement.

6 19. The Litigation is dismissed with prejudice, and the Released
7 Claims and the Releasing Defendants' Claims are released as set forth in the
8 Settlement.

9 20. This Final Approval Order shall have no force or effect on the
10 persons that have validly excluded themselves from the Class. The final list of
11 persons that have validly excluded themselves from the Settlement was lodged with
12 the Court in advance of the fairness hearing.

13 21. Without affecting the finality of the judgment, the Court reserves
14 and continues jurisdiction with respect to Plaintiffs' motion for service awards to the
15 Plaintiffs and attorneys' fees, costs, and expenses to Class Counsel, and in order to
16 determine any issues relating to the attorneys' fees and expenses. Class Counsel's
17 request for attorney's fees and reimbursement of expenses may not exceed \$25
18 million. All attorneys' fees and expenses will be paid separately by Defendants, in
19 addition to and without any reduction of the Settlement Fund. Any service awards
20 the Court approves will be paid from the Settlement Fund.

21 22. Class Counsel's motion for service awards, attorneys' fees, costs,
22 and expenses will be posted on the Settlement website as soon as it is filed.
23 Settlement Class Members will have the opportunity to object to the motion.

24 23. Without affecting the finality of the judgment, the Court reserves
25 and continues jurisdiction with respect to the implementation and enforcement of
26 the terms of the Settlement, Claims Process, distribution of Claim Awards, and over
27 this Order.

28

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

24. No person will have any claim against Plaintiffs, Class Counsel, any person designated by Class Counsel, the Special Master, the Panel, or the Claims Administrator arising from or relating to determinations or distributions made substantially in accordance with the Settlement or Orders of the Court.

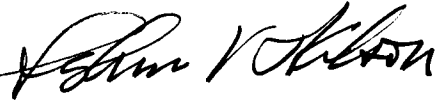
25. The Court appoints as Class Representatives: Plaintiffs Jane Doe R.B., Jane Doe A.T., Jane Doe J.L., Jane Doe M.S., Shannon O’Conner, Jane Doe L.K., Jane Doe 5, Jane Doe M.V., Jane Doe K.M., Jane Doe A.S., Jane Doe A.F., Joyce Sutedja, Jane Doe M.G., Jane Doe D.D., Jane Doe M.D., Jane Doe A.D., Jane Doe K.Y., Meggie Kwait, Jane Doe M.M., Jane Doe P.A., Jane Doe S.A., Jane Doe L.R., Jane Doe R.K., Jane Doe H.R., Jane Doe 1HB, Jane Doe J.P., Jane Doe 1LC, Jane Doe C.N., Jane Doe J.L., Vanessa Carlisle, Jane Doe J.C., Jane Doe F.M., Jane Doe J.K., Jane Doe C.L., Jane Doe S.R., Jane Doe K.P., Jane Doe 2, Betsayda Aceituno, Jane Doe D.C., Jane Doe N.K., Jane Doe C.C., Jane Doe 4, Jane Doe C.B., Jane Doe 3, Jane Doe J.W., Mehrnaz Mohammadi, Jane Doe A.N., Jane Doe L.Y., Jane Doe A.H., and Elisabeth Treadway.

26. The Court appoints Hagens Berman Sobol Shapiro LLP, Girard Sharp LLP, Lieff Cabraser Heimann & Bernstein LLP, as Co-Lead Class Counsel and Sauder Schelkopf LLC, and Kohn, Swift & Graf, P.C. as Additional Class Counsel (collectively, “Class Counsel”).

27. The Court appoints the Hon. Irma Gonzalez as Special Master. For the reasons set forth above, the Court GRANTS Plaintiffs’ motion.

IT IS SO ORDERED.

DATED: 2/25/20

By: 
Hon. Stephen V. Wilson
United States District Judge