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14 *Interim Class Counsel and Plaintiffs' Executive Committee*

15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17 WESTERN DIVISION

18  
19  
20 **IN RE USC STUDENT**  
21 **HEALTH CENTER**  
22 **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]

**JOINT DECLARATION OF STEVE W. BERMAN, ELIZABETH A. KRAMER, AND ANNIKA K. MARTIN IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

1 Steve W. Berman, Elizabeth A. Kramer, and Annika K. Martin jointly declare:

2 1. We serve as Interim Class Counsel in this consolidated action and  
3 submit this declaration in support of Plaintiffs' Motion for Final Approval of the  
4 Class Action Settlement. We have personal knowledge of the facts set forth below,  
5 and if called upon to do so, could and would testify competently thereto.

6 2. The settled claims relate to alleged sexual abuse and harassment by Dr.  
7 George Tyndall during his lengthy tenure as an obstetrician-gynecologist at USC's  
8 student health center. Plaintiffs allege, among other things, that USC should have  
9 taken remedial action in response to complaints of Tyndall's misconduct, and that  
10 its failure to do so enabled Tyndall to continue his offensive, harmful treatment of  
11 female USC students for many years.

12 3. The \$215 million Settlement before the Court achieves the litigation's  
13 goal of accountability through fair compensation of these victims as well as  
14 institutional change at USC to prevent similar violations in the future. The three-  
15 tiered structure for monetary relief provides for automatic payments to Class  
16 Members who do not file a claim, while those who are comfortable telling their  
17 story are eligible to receive up to \$250,000 each. No portion of the \$215 million  
18 will revert to Defendants or be used to pay attorneys' fees. We negotiated the  
19 Settlement at arms' length under the supervision of a highly respected mediator,  
20 and believe the benefits obtained under the Settlement meet all requirements for  
21 approval.

22 **Equitable Relief for the Benefit of USC Students**

23 4. An important component of the Settlement is its set of provisions  
24 requiring USC to take specific steps to ensure that patients at its student health  
25 center will not encounter wrongful behavior similar to what the Class Members  
26 here encountered. The Settlement's equitable relief provisions appear as Exhibit B  
27 to the Amended Settlement Agreement.

28

1           5. To inform and assist our negotiation and drafting of these provisions,  
2 we consulted several experts with relevant knowledge and experience: Dr. Charol  
3 Shakeshaft, Nancy Chi Cantalupo, Glenn Lipson, Dr. Julia Lamb, and Dr. Judy Ho.  
4 These experts, who specialize in crafting policies and procedures for disclosure,  
5 reporting, and prevention of sexual violence on campus, in treatment of and  
6 communication with victims of sexual violence, and in obstetrics and gynecology,  
7 reviewed multiple drafts of the Parties' competing proposals concerning equitable  
8 relief, participated in numerous conferences with Interim Class Counsel to provide  
9 comments and guidance on the proposals, and provided numerous written resources  
10 during negotiation and drafting.

11           6. Following this Court's grant of preliminary approval, the Parties have  
12 begun to implement the equitable relief provisions contained in the Settlement.

13           7. Interim Class Counsel selected Nancy Chi Cantalupo to serve as the  
14 Independent Consultant and sit on USC's Campus Climate Survey Task Force.

15           8. In her role, Prof. Cantalupo has received and reviewed USC's Climate  
16 Survey data and worked with the Task Force to produce a report on the results and  
17 recommendations for change.

18           9. Prof. Cantalupo has been visiting USC's campus on a monthly basis,  
19 including visits in September, October, and November 2019.

20           10. Prof. Cantalupo has also been working to identify opportunities for  
21 USC to improve its practices, education, and policies, as well as developing  
22 recommendations for new policies and practices in light of the survey results.

23           11. Prof. Cantalupo sat down to meet with faculty, students, and leaders on  
24 campus to discuss issues of gender-based violence and sexual assault, and included  
25 information learned from those meetings in her recommendations and feedback.

26           12. Interim Class Counsel is continuing to work with USC to implement  
27 the other reforms set out in the Settlement. The Parties are currently working to  
28

1 identify and select a candidate who will serve as an Independent Women's Health  
2 Advocate on USC's campus.

3 **Notice to the Class**

4 13. Once the Court granted preliminary approval and ordered notice,  
5 Interim Class Counsel worked closely with the Claims Administrator, JND, to  
6 ensure Class Members were informed of their rights and options under the  
7 Settlement.

8 14. Interim Class Counsel oversaw the successful direct notice and robust  
9 indirect notice campaign summarized in the Declaration of Jennifer M. Keough.

10 15. Interim Class Counsel worked with JND to prepare a comprehensive  
11 set of Frequently Asked Questions to share on the official Settlement Website,  
12 which were designed to explain details of the Settlement and claims process to  
13 Class Members.

14 16. Interim Class Counsel also worked with JND to establish a Settlement-  
15 specific dedicated toll-free call center and prepare a comprehensive set of responses  
16 to Frequently Asked Questions for both the live operators and an Interactive Voice  
17 Response menu to answer questions and assist Class Members with the claims  
18 process. JND's Claim Assistance Center Team received specialized training on both  
19 the specifics of the Settlement program and by RAINN (the Rape, Abuse, and  
20 Incest National Network) to ensure they had the necessary sensitivities for calls  
21 with victims of sexual abuse and assault.

22 17. During the Claims Period, Interim Class Counsel has responded to  
23 approximately 500 phone and email inquiries from Class Members, including direct  
24 inquiries and inquiries through the Claims Administrator.

25 18. Interim Class Counsel has answered various questions about the  
26 Settlement, the claims process, and the claim form, and helped Class Members  
27 obtain copies of their medical records.

1 19. Interim Class Counsel has also monitored information that other  
2 attorneys have publicly disseminated regarding the Settlement. Interim Class  
3 Counsel reached out to attorneys distributing false or misleading information about  
4 the Settlement to Class Members and requested that those attorneys provide only  
5 accurate information about the Settlement.

6 20. No Settlement Class Member objected to the Settlement, very few  
7 Class Members excluded themselves from the Settlement (less than 800, as  
8 compared to over 18,000 Settlement Class Members), and thus the reaction of the  
9 Class supports final approval.

10 \* \* \*

11 We declare under penalty of perjury that the foregoing is true and correct.  
12 Executed this 18th day of November, 2019.

13  
14 /s/ Steve W. Berman  
15 Steve W. Berman

16 /s/ Elizabeth A. Kramer  
17 Elizabeth A. Kramer

18 /s/ Annika K. Martin  
19 Annika K. Martin

20 **Attestation**

21 Pursuant to Local Rule 5-4.3.4(a)(2)(i), the ECF filer hereby attests that the  
22 other signatories listed above concur in this filing's content and have authorized  
23 this filing.

24 /s/ Steve W. Berman  
25 Steve W. Berman