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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

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]

**[PROPOSED] ORDER
GRANTING FINAL APPROVAL
OF CLASS ACTION
SETTLEMENT**

Date: January 6, 2020

Time: 1:30 PM

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, and
3 Defendants have entered into an Amended Settlement Agreement (“Settlement”) that,
4 if approved, would resolve this litigation.

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

18 IT IS HEREBY ORDERED as follows:

- 19 1. The Court has jurisdiction over this litigation, Plaintiffs,
20 Defendants, and Settlement Class Members, and any party to any agreement that is
21 part of or related to the Settlement.
- 22 2. All capitalized terms shall have the same meaning ascribed to them
23 in the Settlement.
- 24 3. Pursuant to Rule 23(e), the Court hereby finds the Settlement is
25 fair, reasonable, and adequate.
- 26 4. Rule 23(e)(2)(A) is satisfied because the Plaintiffs and Class
27 Counsel have vigorously represented the Class.

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

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

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

19 8. The Court certifies, for settlement purposes only, the following
20 Class:

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

1 Administrator arising from or relating to determinations or distributions made
2 substantially in accordance with the Settlement or Orders of the Court.

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

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

18 For the reasons set forth above, the Court **GRANTS** Plaintiffs’ motion.

19
20 **IT IS SO ORDERED.**

21
22 DATED: _____

23 By _____
24 Hon. Stephen V. Wilson
25 United States District Judge
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