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BAGDASARYAN, individually, and on  
behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ARTHUR BAGDASARYAN, on behalf of  
himself and all others similarly situated,

Plaintiffs,

v.

WOODBURY UNIVERSITY, a California  
corporation; and DOES 1 through 100  
inclusive,

Defendants.

**Case No.:** 20STCV25666

*[Assigned for all purposes to the Hon. Lawrence P.  
Riff in Dept. SS7]*

**~~[PROPOSED]~~ ORDER GRANTING MOTION  
FOR PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

Date: July 1, 2024

Time: 11:00 a.m.

Dept.: SS7

Complaint Filed: July 6, 2020

FAC Filed: March 22, 2021

Trial Date: None Set

1 **[PROPOSED] ORDER**

2 On July 1, 2024, this Court conducted a hearing on Plaintiff's Motion for Preliminary Approval  
3 of the Class Action Settlement (the "Motion"). Having considered the Motion and points and authorities  
4 and declarations submitted in support of the Motion, including the Settlement Agreement and Release  
5 ("Settlement Agreement" or "Settlement") and exhibits, and GOOD CAUSE appearing, IT IS HEREBY  
6 ORDERED that the Motion is GRANTED, subject to the following findings and orders:

7 1. This Order incorporates by reference the definitions in the Settlement Agreement, and all  
8 terms defined therein shall have the same meaning as set forth in the Settlement Agreement.

9 2. The Settlement Class shall be conditionally certified for settlement purposes only and  
10 shall consist of all undergraduate and graduate students who paid or were obligated to pay tuition, fees,  
11 or others costs to attend in-person classes at either Woodbury University campus (i.e., either the  
12 Burbank, California campus or San Diego, California campus), excluding both (a) students that did not  
13 pay any tuition or fees (other than parking fees) and (b) faculty members, staff, and their respective  
14 dependents from March 13, 2020, through May 16, 2020.

15 3. The class action settlement set forth in the Settlement Agreement, entered into among the  
16 Parties and their counsel, is preliminarily approved as it appears to be proper, to fall within the range of  
17 reasonableness, to be the product of arm's-length and informed negotiations, to treat all Class Members  
18 fairly, and to be presumptively valid, subject only to any objections that may be raised at or before the  
19 final approval hearing. The Court further finds that Plaintiff's Counsel conducted extensive investigation  
20 and research, and that they were able to reasonably evaluate Plaintiff's position and the strengths and  
21 weaknesses of their claims and the ability to certify them. Plaintiff's Counsel have provided the Court  
22 with enough information about the nature and magnitude of the claims being settled, as well as the  
23 impediments to recovery, to make an independent assessment of the reasonableness of the terms to  
24 which the Parties have agreed.

25 4. The Court also finds that settlement now will avoid additional and potentially substantial  
26 litigation costs, as well as delay and risks if the Parties were to continue to litigate the Action.

27 5. The Court preliminarily approves the Settlement Agreement, including all the terms and  
28 conditions set forth therein and the Class Settlement Amount and allocation of payments.

1           6.       The rights of any potential dissenters to the proposed Settlement are adequately protected  
2 in that they may exclude themselves from the Settlement and proceed with any alleged claims they may  
3 have against Defendant, or they may object to the Settlement and appear before this Court. However, to  
4 do so they must follow the procedures outlined in the Settlement Agreement and Notice of Class Action  
5 Settlement.

6           7.       The Court approves, as to form and content, the proposed Notice of Pendency of Class  
7 Action Settlement (“Class Notice”).

8           8.       The Court directs the emailing and, if necessary, then mailing, by First-Class U.S. mail,  
9 of the Notice Packets to Class Members in accordance with the schedule set forth below and the other  
10 procedures described in the Settlement Agreement. The Court finds that the method selected for  
11 communicating the preliminary approval of the Settlement Agreement to Class Members is the best  
12 notice practicable under the circumstances, constitutes due and sufficient notice to all persons entitled to  
13 notice, and thereby satisfies due process.

14           9.       Plaintiff Arthur Bagdasaryan is a suitable class representative and is appointed the Class  
15 Representative for the Settlement Class conditionally certified by this Order.

16           10.      The Court appoints Carney R. Shegerian and Anthony Nguyen of Shegerian &  
17 Associates, Inc., as Class Counsel. The Court finds that counsel have demonstrable experience litigating,  
18 certifying, and settling class actions, and will serve as adequate counsel for the Class conditionally  
19 certified by this Order.

20           11.      The Court approves and appoints RG/2 Claims Administration LLC as the Settlement  
21 Administrator.

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12. The following dates shall govern for purposes of this Settlement:

Date	Event
July 18, 2024	Last day for Defendants to produce the Class List to the Settlement Administrator. [within 10 calendar days of preliminary approval]
July 31, 2024	Last day for the Settlement Administrator to email or mail Class Notice to all Class Members. [10 business days from Class List]
September 16, 2024	Last day for Class Members to submit Requests for Exclusion or Objections to the Settlement ("Response Deadline") [45 calendar days from mailing of Class Notice]
September 30, 2024	Extended Response Deadline [60 calendar days from mailing of Class Notice]
October 4, 2024	Last day for Settlement Administrator to provide Declaration to Class Counsel for filing with Motion for Final Approval of Class Action Settlement [14 business days from Response Deadline]
October 31, 2024	Last day for Plaintiff to file the Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payment and General Release Payment. [at least 30 calendar days prior to Final Approval Hearing, and at least 45 days from Response Deadline]
December 2, 2024, at <del>10:30</del> <sup>10:00</sup> a.m.	Hearing on Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Enhancement Payment.

13. The Court expressly reserves the right to continue or adjourn the final approval hearing from time to time without further notice to the Class Members.

**IT IS SO ORDERED.**

07/01/2024

By:



Lawrence P. Riff / Judge

Hon. Lawrence P. Riff  
Los Angeles County Superior Court

## PROOF OF SERVICE

## STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 11520 San Vicente Boulevard, Los Angeles, California, 90049.

On July 1, 2024, I served the foregoing document, described as **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Richard D. Robins  
Brent G. Cheney  
Suzie Vardanyan  
**PARKER, MILLIKEN, CLARK, O'HARA &  
SAMUELIAN APC**  
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rrobins@pmcos.com  
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*Attorneys for Defendant Woodbury  
University*

☐ **(BY MAIL)** I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Santa Monica, California, in the ordinary course of business. I am aware that, on motion of the party served, Service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☐ **(BY ELECTRONIC MAIL)** I sent such document via electronic mail to the email(s) noted above.

☒ **(VIA CASE ANYWHERE)** I caused such documents described herein to be uploaded electronically onto the website [www.caseanywhere.com](http://www.caseanywhere.com) per a mutual agreement between the parties. I uploaded the above entitled document(s) with the understanding that all parties will have access and be able to download said documents.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct.

Executed on July 1, 2024, at Los Angeles, California.

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Sydney Townes