

Alonso v. A.T. Still University (24CV07177)

Hearing Date: May 5, 2026

Nature of Proceeding: 1. Motion: Final Approval; 2. Motion: Attorney Fees

Attorneys:

For plaintiff: Mexican American Legal Defense and Educational Fund by Thomas A. Saenz, Luis L. Lozada, and Fernando Nuñez

For defendant: Callahan, Thompson, Sherman & Caudill, LLP by Kathleen M. Hartman

Tentative Ruling:

For all the reasons discussed below, both motions are granted. Counsel is directed to submit an order commensurate with this ruling for the court’s signature.

Background:

This is a class action. On December 19, 2024, plaintiff Carlos Alberto Alonso filed his complaint alleging that defendant A.T. Still University (ATSU) follows a policy of denying the consideration to prospective students on the basis of their alienage or immigration status, including those who have Deferred Action for Childhood Arrivals (“DACA”) status (Challenged Practice). He alleged one cause of action for violation of the Unruh Civil Rights Act.

On Calendar:

Plaintiff seeks Final Approval of a monetary class action settlement of \$177,450.00 and an agreement for comprehensive corrective action to ATSU’s policies to eliminate any present or future risk of the Challenged Practice.

Settlement Details

The class is defined as “the 31 individuals who, according to ATSU’s records, were legally residing in California and applied for an Educational Program with Defendant from December 19, 2022 through May 12, 2025 and were denied Educational Programs based on their immigration status.”

The monetary settlement fund will be reduced as follows:

Gross Settlement Amount	\$177,450
Class Counsel Fees and Costs	\$ 40,000
<i>Cy Pres</i> Fund	\$ 30,000

Settlement Administration Costs	\$ 3,250
Plaintiff Service Award	\$ 5,000
Net Class Settlement Amount	\$ 99,200

Each class member will receive \$3,200. The Settlement Administrator found that two of the 31 proposed class members were duplicative. As a result, there are 29 Class Members. The remaining 2 shares (\$6,400) will be distributed to the proposed *cy pres* recipients. The *cy pres* fund will be distributed equally between the organizations Immigrants Rising and TheDream.US, with each recipient receiving \$18,200 each.¹ No funds will revert to ATSU. Instead, any unclaimed settlements will be distributed to the *cy pres* recipients.

Notably, the settlement provides for corrective action to ATSU's policies to ensure it will not deny applications based solely on an applicant's immigration status, unless required by law.

The court preliminarily approved the requests in this motion. (See November 4, 2025 Order Granting Preliminary Approval.) Nevertheless, at the final approval hearing, "the court must conduct an inquiry into the fairness of the proposed settlement." (CRC 3.769(g).) If the court approves the settlement agreement, it enters judgment accordingly. (CRC 3.769(h); see *Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.)

Analysis

1. Approval of Settlement

"A trial court must approve a class action settlement agreement and may do so only after determining it is fair, adequate, and reasonable." (*In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723.) The trial court is vested with "broad discretion" in making this determination. (*Ibid.*) In exercising its discretion, the court "should consider relevant factors, such as the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 (*Dunk*); accord, *Cho v. Seagate Technology Holdings, Inc.* (2009) 177 Cal.App.4th 734, 743.) The most important factor is the strength of the

¹ TheDream.US is the nation's largest college and career success program for undocumented immigrants and has provided more than 10,000 scholarships to DACA recipients. Immigrant Rising transforms the lives of undocumented people through college scholarships and resources, as well as career counseling. Both organizations will serve Class Members and similarly-situated individuals, and the interests of the Class.

plaintiff's case, balanced against the amount offered in settlement. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130, 85 Cal.Rptr.3d 20 (*Kullar*.)

California law requires that class action settlements be scrutinized more carefully when they are settled before class certification proceedings. (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94; *In re Bluetooth Headset Products Liability Litigation* (9th Cir. 2011) 654 F.3d 935, 946.) This more exacting review is warranted to ensure that class representatives and their counsel have not allowed self-interest to infect the negotiations. (*Bluetooth*, at p. 947.)

At the same time, because public policy generally favors the settlement of complex class action lawsuits, “[d]ue regard should be given to what is otherwise a private consensual agreement between the parties.” (*Dunk, supra*, 48 Cal.App.4th at p. 1801; *Microsoft I-V Cases, supra*, 135 Cal.App.4th at p. 723.) Accordingly, even bearing in mind the need for heightened scrutiny, “precertification settlements are not necessarily flawed and in fact are routinely approved if found to be fair and reasonable.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 248 (*Wershba*), disapproved on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 269-270; accord, *Cho v. Seagate Technology Holdings, supra*, 177 Cal.App.4th at p. 743.)

The burden is on the proponent to demonstrate that a proposed settlement is fair, adequate, and reasonable. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) However, a presumption of fairness exists when: “‘(1) the settlement is reached through arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.’” (*Ibid.*) The objector bears the burden to rebut that presumption. (*Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 820; accord, *Dunk, supra*, 48 Cal.App.4th at p. 1800; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1165-1166 (*7-Eleven*.)

Finally, “the court has a fiduciary responsibility as guardians of the rights of the absentee class members when deciding whether to approve a settlement agreement.” (*Kullar, supra*, 168 Cal.App.4th at p. 129; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 408, fn. 5.)

Regarding the presumption of fairness, the court considered the first three factors in full in connection with the preliminary approval and found these factors favor the presumption of fairness. No evidence has been presented that would alter the court's preliminary conclusion regarding these elements. With respect to the fourth element regarding the percentage of objectors, the parties have presented evidence that the settlement administrator mailed the required notice to all class members, none of which were returned to the settlement administration as

undeliverable. Moreover, it received no requests for exclusion from the settlement, and no member of the putative class objected to the class action settlement. (Islas Decl., ¶¶ 8, 10-11.) As there are no objectors, all the factors are present to give rise to a presumption that the class action settlement was fair, and the court finds the class action settlement to be fair.

Even if presumptively fair, the court must still determine the adequacy of a class action settlement by independently satisfying itself that the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation. (*Kullar, supra*, 168 Cal.App.4th at 129.) The court has reviewed the evidence and arguments presented, particularly as described in paragraph 16 of the Lozada Declaration filed in support of the preliminary approval and the argument presented in the motion for final approval, and is satisfied that the settlement is fair and reasonable in light of the strengths and weakness of the claims.

Based upon the totality of the circumstances present here, the court finds that the stipulated settlement preliminarily approved is fair and reasonable to all concerned and will grant the motion for final approval.

2. Certification of Class

The court found there was a sufficient showing of numerosity, ascertainability, and predominance of commonality. No circumstance requires reconsideration of that finding. The class is certified for purposes of settlement. The court affirms named plaintiff as class representative. The court also affirms Mexican American Legal Defense and Educational Fund as class counsel.

3. Notice Procedures for the Claim Forms and Opt-Out

The court has reviewed the declaration of Lluvia Islas submitted on behalf of Phoenix Settlement Administrators and finds that notice was given as directed, that the notice advised the class members of their rights under the Settlement Agreement, and that the class members were accordingly given a full and fair opportunity to object or exclude themselves from the class. The court further affirms payment of administration costs to settlement administrator Phoenix Settlement Administrators, in the amount of \$3,250.

4. Class Counsel's Request for Fees and Costs

In reviewing an attorney fee provision in a class action settlement agreement, the trial court has an independent duty to determine the reasonableness of the award. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 128; *Dunk, supra*, 48 Cal.App.4th at p. 1801.) Under California law, there are

two primary methods of determining a reasonable attorney fee in class action litigation. (*Laffitte v. Robert Half Internat. Inc.* (2016) 1 Cal. 5th 480, 489.) “The percentage method calculates the fee as a percentage share of a recovered common fund or the monetary value of plaintiffs’ recovery.” (*Id.*) “The lodestar method, or more accurately the lodestar-multiplier method, calculates the fee by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate.” (*Id.* [internal quotation marks and citation omitted].) “Once the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or negative ‘multiplier’ to take into account a variety of other factors, including the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented.” (*Id.* [internal quotation marks and citation omitted].)

In common fund cases, it is appropriate to use a percentage calculation with a lodestar cross-check to determine an attorneys’ fees award. (*Lafitte, supra*, at 503.) However, trial courts also retain the discretion to forgo a lodestar cross-check and use other means to evaluate the reasonableness of a requested percentage fee. (*Id.* at 506.) These include considerations of the risks and potential value of the litigation, the contingency, novelty, and difficulty of the litigation, the skill shown by counsel, and a lodestar cross-check are all appropriate means of discerning an appropriate percentage award in a common fund case. (*Id.*, at 504.)

Counsel requests fees of \$40,000, which represents 22.5% of the value of the constructive common fund. Counsel has not submitted a declaration in support of this request, nor has it provided any lodestar information. If the court is to forego the lodestar, it must consider the other means identified by *Lafitte* to determine the fee award. Here, counsel highlights the high quality of work and excellent results achieved (supported by the declaration of attorney Lozada, ¶¶ 14-19 and ¶¶ 25-26), and the risk assumed by counsel (Lozada Decl., ¶¶ 22-24). In addition, counsel highlights the relative novelty and difficulty of this litigation, for which counsel was prepared. (Lozada Decl., ¶ 12.) Finally, counsel cites a litany of cases that have approved attorney fees from a common fund created by class action litigation up to 33.3%. This court’s experience likewise confirms that contingency fees of 33.3% are routinely allowed. Considering all these factors, the court finds that plaintiff’s fee request of \$40,000, which represents 22.5% of the value of the fund, is reasonable.

5. Enhancement for Class Representative

Plaintiff asks for an enhancement of \$5,000. The request is adequately supported by the declaration of Carlos Alonso and the court thus finds it reasonable.