

University Of La Verne Agrees To Nearly \$8.9M Pandemic Closure Settlement

(November 15, 2022, 12:54 PM EST) -- LOS ANGELES — A student who brought a class complaint against the University of La Verne (ULV) after the school transitioned to online learning due to the coronavirus pandemic moved in a federal court in California on Nov. 14 for preliminary approval of a \$8,895,759 settlement.

(Brianna Arredondo, et al. v. University of La Verne, No. 20-7665, C.D. Calif.)

(Arredondo, et al. motion for preliminary settlement approval and attachments available. Document #43-221118-020M.)

The settlement will provide a cash fund of \$2 million, which will be used to pay students a pro rata share of the tuition and fees they paid for the spring 2020 semester, \$6,348,847 in increased financial aid and noncash benefits, including post-settlement access for all class members to the university's Career Center services, Academic Success services and a 10% tuition discount on ULV graduate programs.

Lead plaintiff Brianna Arredondo states that class counsel will petition for no more than \$1.1 million in fees, costs and expenses to be paid from the cash fund. She also seeks a service award of up to \$5,000 for herself and \$1,500 each for three other class members.

Online Classes

Arredondo sued ULV in the U.S. District Court for the Central District of California in August 2020 after classes during the spring semester were transferred to online-only.

In a second amended complaint filed in February 2021, Arredondo alleges that the school's failure to provide the services tuition and mandatory fees were meant to cover breaches of the contracts and the covenant of good faith and fair dealing between the school and all individuals who paid tuition and fees for that time.

Arredondo brings claims for breach of contract, unjust enrichment and conversion and theft of property.

Class Certified

In February 2022, Judge Mark C. Scarsi certified a class defined as "[a]ll University of La Verne undergraduate students who paid tuition and/or the Mandatory Fees at La Verne's Main/Central campus location during the Spring 2020 term/semester."

In April, the university and Arredondo each filed summary judgment motions. The university also moved to decertify the class and to strike several exhibits filed by Arredondo.

In a single order issued Aug. 2, Judge Scarsi granted Arredondo summary judgment on the implied contract issue, partially granted and partially denied the university's motion for summary judgment, trimmed the scope of the class and denied the ex parte application.

Turning to the motion for class decertification, the judge granted it in part and clarified that the previous certification order does not include students in the Campus Accelerated Program for Adults. Judge Scarsi rejected the school's other arguments, including that individual issues predominate over common ones.

Notice Of Settlement

On Aug. 26, Arredondo filed a notice of settlement and requested termination of all pending deadlines and trial dates.

The judge issued an in-chambers order on Aug. 29 vacating the pending dates and deadlines.

Counsel

Arredondo, et al. are represented by David R. Shoop and Thomas S. Alch of Shoop A Professional Law Corp. in Beverly Hills, Calif.; Jason P. Sultzer and Mindy Dolgoff of The Sultzer Law Group PC in New York; Jeffrey K. Brown, Michael A. Tompkins and Brett R. Cohen of Leeds Brown Law PC in Carle Place, N.Y.; and Perry L. Segal of Charon Law in Redwood City, Calif.

ULV is represented by David R. Sugden and Marlynn P. Howe of Call & Jensen in Newport Beach, Calif.

(Additional document available. Arredondo, et al.'s second amended complaint. Document #43-220819-051C.)