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*Attorneys for Plaintiffs and the Putative Classes*

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

**COUNTY OF SACRAMENTO**

**CHRISTOPHER PAHL** and **KELLY LESLIE**,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

**CEC EMPLOYEE GROUP, LLC**, a Delaware  
Limited Liability Company, **COLORADO**  
**TECHNICAL UNIVERSITY, INC.**, a  
Colorado Corporation, **AMERICAN**  
**INTERCONTINENTAL UNIVERSITY**  
**SYSTEM, INC.**, a Georgia Corporation,  
**TRIDENT UNIVERSITY**  
**INTERNATIONAL, LLC**, a Delaware  
Corporation, **AMERICAN**  
**INTERCONTINENTAL UNIVERSITY, INC.**,  
a Georgia Corporation, and **CALIFORNIA**  
**SOUTHERN UNIVERSITY**,

Defendants.

CASE NO. 34-2022-00322588

**DECLARATION OF CHRISTOPHER PAHL  
IN SUPPORT OF PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: February 9, 2024  
Time: 9:00 a.m.  
Hon. Lauri Damrell

1 I, Christopher Pahl, declare as follows:

2 1. I am a named Plaintiff and putative Class Representative in this matter. I am over 18 years  
3 of age. I have personal knowledge of the following facts and could and would testify competently to  
4 them.

5 2. I was employed as an adjunct instructor by Colorado Technical University ("CTU") from  
6 approximately 2018 until June 2022.

7 3. I first discussed this lawsuit with my attorneys in June 2022. During that call, we  
8 discussed the details of my employment with CTU including how CTU paid me, the work I had to do  
9 outside of my teaching contract, and how much time I spent doing that work. My attorneys also explained  
10 to me that, as a Class representative, I would have a duty to look out for and protect the interests of the  
11 class as whole, and to put the interests of the class members ahead of my own interests.

12 4. During our call, my attorneys asked me to share my wage statements, contracts, and other  
13 relevant documents. I searched through my records and emails, and various CTU websites, and visited  
14 CTU's website, and gathered or downloaded wage statements, W2s, faculty handbooks, an Ethics  
15 Training guide, and my course assignment letters (with the course name, course dates, course  
16 compensation, and pay dates). I spent approximately five hours gathering all of this paperwork.

17 5. Following our initial call, my attorneys sent me a draft PAGA Notice, and a draft  
18 Complaint, to review and approve for filing. I spent approximately one hour carefully reviewing these  
19 documents, provided feedback and asked for several changes to be made to them, discussed them with  
20 my attorneys, and approved them both for filing.

21 6. After I submitted my PAGA Notice and filed my lawsuit in June 2022, CTU did not offer  
22 me a course in the next term that began in August 2022. I have taught courses for CTU in every single  
23 academic term since I started working for CTU in 2018, and this was the first term since 2018 that CTU  
24 did not offer me a teaching assignment. After discussing these facts and details with my attorneys,  
25 including the fact that I never received a poor performance review from CTU, we decided to add a claim  
26 for wrongful termination to my lawsuit. I submitted an amended PAGA Notice in November 2022 stating  
27 my intention to seek civil penalties based on the alleged wrongful termination.

28 7. In January 2023, my attorneys notified me that CTU had agreed to mediate, and that a  
full-day mediation was scheduled for March 9, 2023. Shortly before the mediation, my attorneys sent me  
a list of detailed questions about my claims (in particular my unpaid wage claims) that I reviewed and  
responded to. My attorneys also sent me Plaintiffs' mediation brief, which I carefully read before the  
mediation. On March 9, I attended part of the mediation. After I logged off, I made sure to be available

1 by phone the whole day so my attorneys could contact me with any updates. Towards the end of  
2 mediation ended, I reviewed and discussed the terms of the proposed settlement, including my individual  
3 claims for wrongful termination that would be included in my general release.

4 8. I estimate that I suffered over \$9,100 in lost wages as a result of my termination. In a  
5 typical year, I was assigned to teach six courses between August and December, and was compensated  
6 \$1,526 for each course, for a total of \$9,156. As CTU did not offer me any courses after I filed the lawsuit  
7 in June 2022, I lost wages for the 6 courses I would have been assigned to teach during the period between  
8 August and December 2022, had CTU continued to employ me. I also lost out on nearly 6 months of  
9 matching 401k contributions that CTU provided while I was employed there. In addition to wages and  
10 benefits, my PAGA Notice and lawsuit both seek \$20,000 in penalties for CTU's alleged violations of  
11 California's wrongful termination law. Pursuant to the Settlement Agreement, my enhancement award  
12 is premised in part on my agreement to enter into a general release, which explicitly includes my  
13 wrongful termination claim under Labor Code §§ 98.6 and 1102.5

14 9. In September 2023, my attorneys sent me a Class Action Settlement Agreement to review  
15 and sign. I spent approximately 1.5 hours reviewing and signing those settlement documents.

16 10. In all, I estimate that I spent at least 8.5 hours performing work on this case. That is a  
17 conservative estimate because it consists only of the specific tasks I recall performing as described above.  
18 I have been living with this case and thinking about it for nearly a year and a half. I will also continue  
19 to devote time and effort to the litigation as necessary.

20 ///

Christopher Pahl