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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.

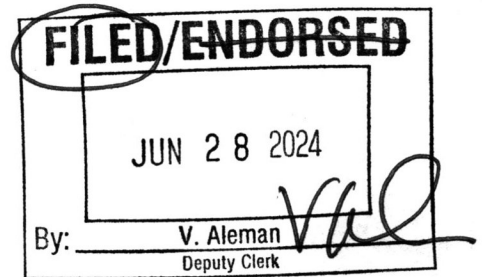
CEC EMPLOYEE GROUP, LLC, a Delaware
Limited Liability Company, **COLORADO**
TECHNICAL UNIVERSITY, INC., a
Colorado Corporation, **AMERICAN**
INTERCONTINENTAL UNIVERSITY
SYSTEM, INC., a Georgia Corporation,
TRIDENT UNIVERSITY
INTERNATIONAL, LLC, a Delaware
Corporation, **AMERICAN**
INTERCONTINENTAL UNIVERSITY,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

Defendants.

CASE NO. 34-2022-00322588

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: June 28, 2024
Time: 9:00 a.m.
Dept. 22
Hon. Lauri A. Damrell



1 This matter is before the Court on Plaintiffs' Motion for Final Approval of Class Action
2 Settlement and Motion for Attorneys' Fees and Costs and Class Representative Service Awards. Having
3 considered the motions, the Settlement Agreement, and all exhibits and attachments thereto, the record
4 in this matter, and the briefs and arguments of counsel, **IT IS HEREBY ORDERED AND**
ADJUDGED as follows:

5 1. Pursuant to California Rule of Court 3.769(d), this Court makes final the conditional class
6 certification contained in the Order Granting Preliminary Approval of Class Action Settlement of two
7 settlement classes for settlement purposes:

8 (a) "Adjunct Class Members" who are or have been employed as adjunct professors by CEC
9 Employee Group, LLC, Colorado Technical University, Inc., American Intercontinental University
10 System, Inc., Trident University International, LLC, American Intercontinental University System, Inc.
11 (formerly known as American Intercontinental University, Inc.), and California Southern University
12 ("Defendants") in California at any time during the period from June 28, 2018 to June 7, 2023 ("Class
13 Period"). The Adjunct Class does not include any person who previous settled or released any other
14 claims covered by this Settlement Agreement, or any person who previously was paid or received awards
15 through civil or administrative actions for the claims covered by this Settlement Agreement.

16 (b) "Staff Class Members" who are or have been employed by Defendants in California as remote
17 workers, excluding Adjunct Class Members, during the Class Period. The Staff Class does not include
18 any person who previous settled or released any other claims covered by this Settlement Agreement, or
19 any person who previously was paid or received awards through civil or administrative actions for the
20 claims covered by this Settlement Agreement.

21 2. The Court hereby appoints Plaintiffs as Class Representatives and HammondLaw, P.C.
22 as Class Counsel.

23 3. The Court hereby finds that the Class Notice has been mailed to Class Members as
24 previously ordered by the Court, and that such Notice fairly and adequately described the terms of the
25 proposed Settlement Agreement and the manner in which Class Members could object to or opt-out of
26 the settlement; was the best notice practicable under the circumstances; was mailed with sufficient notice
27 to all Class Members; and complied fully with California Rule of Court 3.769, met the requirements of
28 due process, and all other applicable laws. The Court further finds that a full and fair opportunity has
been afforded to Class Members to participate in the proceedings convened to determine whether the
proposed Settlement Agreement should be given final approval.

4. In response to the Notice, two (2) Staff Class Members requested to be excluded from
the Settlement: Alejandra Guadalupe Araiza-Orozco and Borendy Burnell. No Adjunct Class Member

1 requested exclusion.

2 5. In response to the Notice, no Class Member submitted an objection to the Settlement.

3 6. Accordingly, upon the Effective Date, the Released Parties are discharged and released
4 from any and all liability with respect to the Adjunct Class Released Claims, Staff Class Released
5 Claims, Adjunct Aggrieved Employee PAGA Released Claims, and Aggrieved Employee PAGA
6 Released Claims.

7 7. The Court hereby enters final judgment on the operative Complaint, finally and
8 unconditionally approves the Settlement Agreement as fair, reasonable, and adequate and directs the
9 parties to implement its terms, and specifically,

10 a. Approves the Gross Settlement Amount of \$900,000;

11 b. Approves the Class Representative service award of \$10,000 to Plaintiff Leslie
12 and \$20,000 to Plaintiff Pahl;

13 c. Approves Class Counsel's request for a fees award of ~~\$315,000 or 35%~~ ^{\$300,000} of the
14 Gross Settlement Amount, as reasonable; LAURI A. DAMRELL

15 d. Approves Class Counsel's hourly rates as reasonable, and within the range of
16 market rates that attorneys with similar levels of skill, experience and reputation for handling matters of
17 similar complexity; and finds that the attorney's fees' request is justified under the lodestar/multiplier
18 analysis;

19 e. Approves Class Counsel's request for reimbursement of litigation expenses of
20 \$15,328.29;

21 f. Approves the allocation of \$30,000 in PAGA Penalties to the LWDA, Adjunct
22 Aggrieved Employees, and Aggrieved Employees.

23 g. Approves payment of \$12,000 to ILYM as costs of settlement administration; and

24 h. Approves the payment from the Net Settlement Amount as determined by the
25 Settlement Administrator to be due to Class Members and Staff Class Members, as specified in the
26 Settlement Agreement. LAURI A. DAMRELL

27 8. A Final Accounting is set for March 7, 2025 at 16:30 a.m.
28 in Department 22. Counsel shall submit an Administrator's Declaration at least 5 court days prior to that
hearing regarding the status of the settlement administration. The final report must include all
information necessary for the Court to determine the total amount actually paid to Class Members and
any amounts tendered to the Court-approved *cy pres*.

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1 9. The Court retains exclusive and continuing jurisdiction over the litigation for purposes of
2 supervising, implementing, interpreting, and enforcing this Final Approval Order and Judgment, and the
3 Settlement Agreement, and, if necessary, to conduct a further hearing on certification of distribution of
4 settlement amounts.

5 **IS SO ORDERED AND ADJUDGED.**

6 Date: June 28, 2024



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A handwritten signature in black ink, appearing to read "Laurie Damrell", written over a horizontal line.

Hon. Laurie Damrell
Judge of the Superior Court

LAURI A. DAMRELL