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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ELIZABETH ARCHER, on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

TRIAD EDUCATION, INC., a California corporation; SMITH CHASON COLLEGE, INC., a corporation; SMITH CHASON SCHOOL OF NURSING, an unknown entity; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 37-2024-00011838-CU-OE-CTL

*Assigned for all purposes to:
Hon. Wendy M. Behan
Dept. C-66*

**DECLARATION OF PLAINTIFF
ELIZABETH ARCHER IN SUPPORT OF
PLAINTIFF’S MOTION TO APPROVE
PAGA SETTLEMENT**

APPROVAL HEARING:
Date: November 14, 2025
Time: 10:15 a.m.
Dept.: C-66

I, Elizabeth Archer, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. I submit this declaration in support of my Motion to Approve PAGA Settlement.

2. I make this declaration entirely of my own free will and choice. I have not been promised any benefit for doing so, and I have not been pressured into giving this declaration. Before signing this declaration, I was given the opportunity to review it, make changes, and verify the accuracy of its contents.

3. I worked as a non-exempt employee for the Defendant Smith Chason College, Inc., dba Smith Chason College School of Nursing (“Defendant”), in San Marcos, California, from approximately February 2022, through approximately February 2023. I was paid on an hourly basis. I worked as a Registrar for Defendant. My job duties included, but were not limited to, attendance, call backs and wellness, registering students, student educational support, and data entry.

4. Throughout the entirety of my employment, I was subject to all of Defendant’s policies and practices that have been alleged as unlawful in the Private Attorneys General Act (“PAGA”) Notice sent to Defendant and the Labor & Workforce Development Agency (“LWDA”) and the PAGA Representative Action Complaint.

5. I initiated this lawsuit because I was concerned that I was not paid properly for all the hours that I worked, and I was not provided all of my meal and rest breaks.

6. By originating this lawsuit, I hoped that I might be able to change Defendant’s policies to better protect the working conditions of my former co-workers. I also understood that it was my duty to represent the best interests of the aggrieved employees, to be informed about the lawsuit, assist my attorneys, and keep updated on the case.

7. I have invested a lot of personal time and energy into this lawsuit. As detailed more fully below, I have spent approximately 40 hours on this case since I retained my counsel in or around February 2023. I made it a priority to be actively involved because I wanted to do everything I could to assist my attorneys in prosecuting this case.

8. My work on this case has included, among other things, gathering and providing my

1 payroll records and other documents, discussing my claims and potential witnesses, reviewing
2 discovery information and data, communicating on the phone with my attorneys, assisting my
3 attorneys prepare for mediation, making myself available on the day of mediation to my attorneys to
4 answer any questions or issues that may have arisen, reviewing and executing legal documents in
5 this case, including the retainer agreement and settlement agreement, and discussed in detail the
6 terms with my attorneys.

7 9. I believe the settlement is a good settlement and I would recommend that the Court
8 approve it because I believe that this settlement is fair, adequate, and reasonable. I am glad that I had
9 the opportunity to represent the aggrieved employees in this lawsuit as a private attorney general for
10 the State of California, and that I was able to recover money through a settlement for the aggrieved
11 employees.

12 10. I did not make the decision to file this action lightly. I was concerned by the attention
13 a publicly filed lawsuit, and especially a representative action, would attract. My name would be
14 associated with a lawsuit that I filed against my former employer. Additionally, a settlement letter
15 will be mailed to over 300 current and former employees of Defendant. The settlement letter informs
16 all of these employees that I filed a representative action against Defendant. I was and am mindful
17 that exposing myself to this kind of publicity creates a risk for my future career prospects, since
18 current and former employees of Defendant may move to different companies within the industry or
19 may know people at other companies within the industry who may not want to hire someone who
20 sued an employer. Nevertheless, I felt that important rights were at stake that hurt everyone, and
21 something ought to be done about it.

22 11. Additionally, I understood that the lawsuit could continue for several years and
23 require my services and attention throughout the entire length of the lawsuit. I learned that even if
24 we won at trial, the case could be further delayed by appeals. I also understood that there was a
25 financial risk in bringing this lawsuit. I was aware that, as a private attorney general, I might be
26 responsible for some or all of Defendant's legal costs if the case was not successfully concluded.
27 Even with knowledge of these risks, I was willing to go forward and to act on behalf of the other
28 employees and the State of California, but I was nervous about losing and having a judgment filed

against me for costs or losing job opportunities in the future.

12. I understand that the settlement agreement provides a service payment to me in the amount of up to \$10,000.00. I believe this amount is fair compensation for my time and effort in this case, for helping to prosecute this case, for the benefit I brought to other aggrieved employees who otherwise would not receive compensation for the claims brought in this lawsuit, and the risks I undertook with respect to my future employment. In addition, the settlement requires that I enter into a general release, which I understand is broader than the release that will bind other aggrieved employees. Absent the requested service payment, the personal benefit I will receive is the same as all other aggrieved employees. As such, I respectfully request that the Court grant a service payment of \$10,000.00.

13. Based on my involvement in this case and the benefits provided to the aggrieved employees, I can say I helped stand up for the other workers who were too afraid to say anything to Defendant because they did not want to risk losing their jobs or risk the stigma of suing an employer. I was not afraid to take that risk because I strongly care about helping out the other aggrieved employees.

14. As previously mentioned, I reviewed and ultimately signed the settlement agreement and my attorneys answered all the questions I had. I believe the settlement terms and allocations are fair, adequate, and reasonable given the strength of the PAGA claims and Defendant's defenses.

15. I have no conflicts of interest with any aggrieved employee or the Settlement Administrator, Phoenix Settlement Administrators.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 10/29/2025, at Temecula, California.

DocuSigned by:

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 Elizabeth Archer