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RECEIVED
March 11, 2025
FILED
Clerk of the Superior Court
APR 04 2025

By: R. Day, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO-CENTRAL DIVISION

MICHELLE JACKSON and ERICA	)	Case No.: 37-2023-00043742-CU-OE-
AUGUSTIN, individually and as	)	CTL (Consolidated with Case No.: 37-
aggrieved employees pursuant to the	)	2024-00002100-CU-OE-CTL)
Private Attorneys General Act ("PAGA")	)	
on behalf of the State of California and	)	Judge: Hon. Joel R. Wohlfeil
similarly situated employees,	)	Dept. 73
	)	
Plaintiffs,	)	[PROPOSED] ORDER
	)	
vs.	)	
	)	
	)	
ALLIANT INTERNATIONAL	)	
UNIVERSITY, INC., a California	)	
corporation; and DOES 1 through 50,	)	
	)	
Defendants.	)	
	)	
	)	
	)	
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	)	

**ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND THE PAGA SETTLEMENT**

This matter came on for hearing on April 4, 2025, at 9:00 a.m. in Department 73 of the above-captioned court on Plaintiff Michelle Jackson and Erica Augustin's ("Plaintiffs") unopposed Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion"), upon the terms and conditions set forth in the Class Action Settlement Agreement ("Settlement Agreement" or "Settlement"), a copy of which is attached as Exhibit 1 to the Declaration of Thomas D. Rutledge filed concurrently with the Motion. The Parties appeared via their respective counsel.

The Court, having fully reviewed the Motion, the Memorandum of Points and Authorities, the Declaration filed in support thereof and exhibits attached thereto, the Settlement Agreement, the Notice of Notice of Proposed Class Action and PAGA Settlement (the "Class Notice"), and pursuant to the Court's duty to make a preliminary determination as to the reasonableness of any proposed class action and PAGA settlement, and to ensure proper notice is provided to Class Members and Aggrieved Employees in accordance with due process requirements, and to set a Final Approval hearing regarding the proposed settlement, and having heard the argument of Counsel for the respective parties, and good cause appearing, the Motion for Preliminary Approval of the Class and PAGA Settlement is hereby **GRANTED**.

THE COURT FINDS AND ORDERS AS FOLLOWS:

1. The Court preliminarily approves the Class Action Settlement Agreement ("Settlement Agreement" or "Settlement") attached as Exhibit 1 to the Declaration of Thomas D. Rutledge in support of the Motion. The Court preliminarily finds that the terms of the class-action settlement are fair, just, reasonable, adequate, and within the range of final approval pursuant to section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

2. This Order incorporates by reference the definitions in the Agreement, and all terms defined therein shall have the same meaning in this Order as set forth in

1 the Agreement.

2 3. The Gross Settlement Fund that Defendant shall pay is Four Hundred
3 Eighty Thousand Dollars (\$480,000). It appears to the Court on a preliminary basis
4 that the settlement amount is fair and reasonable to the Class when balanced against
5 the probable outcome of further litigation relating to class certification, liability and
6 damages issues and potential appeals. It further appears that significant investigation,
7 research, and litigation has been conducted such that counsel for the Parties at this
8 time are able to reasonably evaluate their respective positions. It further appears that
9 settlement at this time will avoid substantial costs, delay and risks that would be
10 presented by the further prosecution of the litigation. It further appears that the
11 proposed Settlement has been reached as the result of intensive, serious, and non-
12 collusive negotiations between the Parties.

13 4. The Court finds that the Settlement Agreement is within the range of
14 reasonableness of a settlement that could ultimately be given final approval by this
15 Court. The Court reviewed the monetary recovery that is being granted as part of the
16 Settlement and preliminary finds that the monetary settlement made available to the
17 Settlement Class is fair, adequate, and reasonable when balanced against the probable
18 outcome of further litigation and the significant risks relating to certification, liability,
19 and damages issues.

20 5. The Court notes that Defendant vigorously denies and continues to deny
21 generally each and all the claims and contentions alleged in this Action.

22 6. The Court concludes that, for settlement purposes only, the Settlement
23 Class meets the requirements for certification under section 382 of the California
24 Code of Civil Procedure in that: (a) the Settlement Class is ascertainable and so
25 numerous that joinder of all members of the Class is impracticable; (b) common
26 questions of law and fact predominate, and there is a well-defined community of
27 interest amongst the members of the Settlement Class with respect to the subject
28 matter of the litigation; (c) the claims of the Plaintiffs are typical of the claims of the

1 members of the Settlement Class; (d) the Plaintiffs will fairly and adequately protect
2 the interests of the members of the Settlement Class; (e) a class action is superior to
3 other available methods for the efficient adjudication of this controversy; and (f)
4 counsel for the Settlement Class is qualified to act as counsel for the Class and the
5 Plaintiffs are adequate representatives of the Class.

6 7. The Court provisionally appoints, for settlement purposes, Plaintiffs
7 Michelle Jackson and Erica Augustin as the Class Representatives.

8 8. The court further finds that the Law Office of Thomas D. Rutledge has
9 established adequacy to be appointed as Class Counsel, counsel for the Aggrieved
10 Employees, and counsel for the State of California as its designated proxy pursuant to
11 the PAGA. Thomas D. Rutledge, Esquire of the Law Office of Thomas D. Rutledge,
12 is conditionally and preliminarily appointed Class Counsel and counsel for the
13 Aggrieved Employees.

14 9. The Agreement allocates an attorneys' fees award not to exceed one-
15 third of the Gross Settlement Fund, an award of litigation expenses incurred, not to
16 exceed \$10,000, and proposed Class Representative Enhancement Payments and Full
17 Release Payments to the Plaintiffs in amounts not to exceed \$5,000 each. The Court
18 will not approve the amount of attorneys' fees and costs, nor the amount of any
19 enhancement or release award, until the Final Approval Hearing. Plaintiffs will be
20 required to present evidence supporting these requests, including lodestar, prior to
21 final approval.

22 10. The Settlement Class is hereby provisionally certified by this Order for
23 settlement purposes only and shall constitute all persons who are employed or were
24 previously employed by Defendant Alliant International University Inc. in California
25 from October 9, 2019, to the date of the Court's entry of this Order.

26 11. The Agreement provides for PAGA Penalties out of the Gross Settlement
27 Fund of \$15,000, which shall be allocated \$11,250 to the Labor & Workforce
28 Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil

1 penalties paid under this Agreement pursuant to the PAGA and \$3,750 to the
2 Aggrieved Employees. The Aggrieved Employees are defined as all persons whom
3 Defendant Alliant International University, Inc. employed in California from October
4 10, 2022, to the date of the Court's entry of this Order. The Court finds the PAGA
5 Penalties to be reasonable. The Court finds that Class Counsel timely complied with
6 California Labor Code § 2699(1)(2) by submitting the Motion for Preliminary
7 Approval of the Settlement to the LWDA concurrently with Plaintiffs' submission to
8 the Court. The Court orders that Class Counsel will timely comply with California
9 Labor Code § 2699(1)(3) by providing the LWDA with the Court's Judgment or order
10 granting Final Approval of the Settlement.

11 12. The Court approves and appoints Phoenix Settlement Administrators to
12 serve as the Settlement Administrator ("Administrator"). No later than ten (10)
13 calendar days after this Order, Defendant will provide the Class Data to the
14 Administrator. The Administrator will perform address updates and verifications as
15 necessary prior to the first mailing. Using best efforts to mail the Class Notice Packet
16 as soon as possible, and in no event later than five (5) days after receiving the Class
17 Data, the Administrator will mail the Class Notice Packet to all Class Members via
18 first-class regular U.S. Mail to their last known address.

19 13. The Court approves the proposed Class Notice (attached as Exhibit A to
20 Exhibit 1 of the Declaration of Thomas D. Rutledge filed in support of the Motion),
21 and orders an appropriately modified version of this Notice to be mailed to Settlement
22 Class Members in accordance with the terms of the Settlement. The Court finds that
23 the Class Notice constitutes the best notice practicable under the circumstances and is
24 in full compliance with the laws of the state of California and, to the extent
25 applicable, the United States Constitution and the requirements of due process. The
26 Court further finds that the Class Notice fully and accurately informs Settlement Class
27 Members of all material elements of the proposed Settlement.

28 14. The Class Notice adequately advises the Class about:

- 1 A. The respective class action;
- 2 B. The settlement terms and the benefits available to each respective
- 3 Class Member;
- 4 C. Class Members' right to object and/or to exclude themselves ("opt
- 5 out") and the timing and procedures for doing so;
- 6 D. The conditional certification of the Class for settlement purposes
- 7 only;
- 8 E. Preliminary court approval of the proposed settlement;
- 9 F. Timing and procedures for distributing the settlement funds; and
- 10 G. The date of the Final Approval Hearing and Class Members' right
- 11 to submit objections, where to submit them, how to submit them,
- 12 and where to appear in connection with the Final Approval
- 13 Hearing.

14 15. Accordingly, the Court hereby approves the proposed Class Notice, finds

15 that mailing to the last known address of Settlement Class Members, as specifically

16 described within the Settlement Agreement, constitutes an effective method of

17 notifying Settlement Class Members of their rights with respect to the Settlement.

18 16. The Court further finds that the terms of the settlement as they relate to

19 the claims arising under the PAGA are fair and reasonable.

20 17. The Court preliminarily approves the PAGA settlement and orders that

21 the Class Notice shall be issued to the Aggrieved Employees.

22 18. The Court orders that the parties shall comply with all aspects of the

23 Settlement Agreement.

24 19. The Court hereby preliminarily approves the proposed procedure for

25 exclusion from the Settlement. The Court orders that any Settlement Class Member

26 who wishes to request exclusion from the Settlement including excluding themselves

27 from any monetary relief and associated releases must send the Administrator, by fax,

28 email, or mail, a written Request for Exclusion by the Response Deadline. A Request

1 for Exclusion is any written correspondence from a Class Member or his/her
2 representative that reasonably communicates the Class Member's election to be
3 excluded from the Settlement of the class action claims and includes the Class
4 Member's name, address, and email address or telephone number. To be valid, a
5 Request for Exclusion must be timely faxed, emailed, or postmarked by the Response
6 Deadline. Aggrieved Employees may not exclude themselves from the Settlement of
7 the Released PAGA Claims.

8 20. Every Settlement Class Member who does not submit a timely and valid
9 Request for Exclusion is deemed to be a Settlement Class Member under the
10 Agreement able to receive all benefits and are bound by all terms and conditions of
11 the Settlement, including the Settlement Class Members' Releases under Paragraph
12 III of the Agreement.

13 21. Excluded Settlement Class Members who are Aggrieved Employees are
14 deemed to release the PAGA claims identified in Paragraph III of the Agreement
15 during the PAGA Period only and are eligible to receive their respective share of the
16 proceeds payable to PAGA Distribution component of the Settlement.

17 22. The Court orders that only non-excluded Class Members may object to
18 the Settlement. The Court orders that excluded Settlement Class Members have no
19 right to object to the Settlement.

20 23. The Court orders that Settlement Class Members may send written
21 objections to the Administrator, by fax, email, or mail as described in the Class
22 Notice. In the alternative, Settlement Class Members may appear in Court (or hire an
23 attorney to appear in Court) to present verbal objections at the Final Approval
24 Hearing. A Settlement Class Member who elects to send a written objection to the
25 Administrator must do within 45 days of the Response Deadline.

26 24. The Court will hold a Final Approval Hearing at 9:00a.m. on
27 7-25, 2025, in Department 73 of the Superior Court of
28 California, County of San Diego located at 330 West Broadway, San Diego,

1 California 92101, to hear the motion for final approval and for attorneys' fees and
2 costs, and to determine all necessary matters concerning the Settlement, including:
3 whether the proposed settlement of the action on the terms and conditions provided
4 for in the Agreement is fair, adequate and reasonable and should be finally approved
5 by the Court; whether the Final Approval Order and Judgment should be entered
6 herein; whether the plan of allocation contained in the Agreement should be approved
7 as fair, adequate and reasonable to the Class Members; and to finally approve
8 attorneys' fees and costs, Class Representative Enhancement payments, and the fees
9 and expenses of the Administrator. The Court expressly reserves the right to adjourn
10 or continue the Final Approval Hearing from time to time without further notice to the
11 Class.

12 25. Any Settlement Class Member may be heard at the Final Approval
13 Hearing in support of, or in opposition to, the Court's determination of the good faith,
14 fairness, reasonableness and adequacy of the proposed Settlement, the requested
15 attorneys' fees and costs, the requested Class Representative Enhancement Payments,
16 the payment to the Administrator, and any other aspect of the order granting final
17 approval.

18 26. Each Party retains the right to respond to any objection raised by
19 Settlement Class Members, including the right to file responsive documents in Court
20 no later than five court days before the Final Approval Hearing, or as otherwise
21 ordered or accepted by the Court.

22 27. Neither the Settlement nor any exhibit, document, or instrument
23 delivered thereunder shall be construed as a concession or admission by Defendant in
24 any way that the claims asserted have any merit or that this Action was properly
25 brought as a class or representative action, and shall not be used as evidence of, or
26 used against Defendant as, an admission or indication in any way, including with
27 respect to any claim of any liability, wrongdoing, fault or omission by Defendant or
28 with respect to the truth of any allegation asserted by any person. Whether or not the

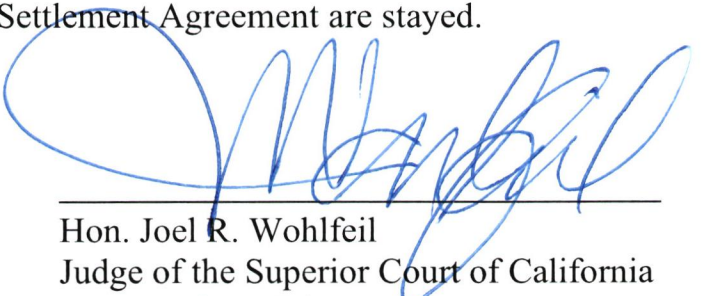
1 Settlement is finally approved, neither the Settlement, nor any exhibit, document,
2 statement, proceeding or conduct related to the Settlement, nor any reports or
3 accounts thereof, shall in any event be construed as, offered or admitted in evidence
4 as, received as or deemed to be evidence for any purpose adverse to the Defendant,
5 including, but not limited to, evidence of a presumption, concession, indication or
6 admission by Defendant of any liability, fault, wrongdoing, omission, concession or
7 damage.

8 28. In the event the Settlement does not become effective in accordance with
9 the terms of the Agreement, or the Settlement is not finally approved, or is
10 terminated, canceled or fails to become effective for any reason, this Order shall be
11 rendered null and void and shall be vacated, and the Parties shall revert to their
12 respective positions as of before entering into the Agreement, and expressly reserve
13 their respective rights regarding the prosecution and defense of this Action, including
14 all available defenses and affirmative defenses, and arguments that any claim in the
15 Action could not be certified as a class action and/or managed as a representative
16 action. In such an event, the Court's orders regarding the Settlement, including this
17 Order, shall not be used or referred to in litigation for any purpose. Nothing in this
18 paragraph is intended to alter the terms of the Agreement with respect to the effect of
19 the Agreement if it is not approved.

20 29. Pending further order of this Court, all proceedings in this matter except
21 those contemplated herein and in the Settlement Agreement are stayed.

22 **IT IS SO ORDERED.**

23
24 Dated: 4-4-25



Hon. Joel R. Wohlfeil
Judge of the Superior Court of California
County of San Diego