

Thomas D. Rutledge
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224

1 Thomas D. Rutledge (SBN 200497)
2 Attorney-at-Law
3 16956 Via de Santa Fe, Suite 1847
4 Rancho Santa Fe, California 92091-4606
5 Telephone: (619) 886-7224
6 thomasrutledgelaw@gmail.com

7 Attorneys for Plaintiffs and the Provisionally
8 Certified Class

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF SAN DIEGO-CENTRAL DIVISION

11 MICHELLE JACKSON and ERICA)
12 AUGUSTIN, individually and as)
13 aggrieved employees pursuant to the)
14 Private Attorneys General Act (“PAGA”))
15 on behalf of the State of California and)
16 similarly situated employees,)

17 Plaintiffs,

18 vs.

19 ALLIANT INTERNATIONAL)
20 UNIVERSITY, INC., a California)
21 corporation; and DOES 1 through 50,)

22 Defendant.

Case No.: 37-2023-00043742-CU-OE-
CTL (Consolidated with Case No.: 37-
2024-00002100-CU-OE-CTL)

**DECLARATION OF ERICA
AUGUSTIN ISO PLAINTIFFS’
MOTION FOR FINAL APPROVAL
OF CLASS AND PAGA
SETTLEMENT, FOR FEES, COSTS,
REPRESENTATIVE
ENHANCEMENT PAYMENTS,
CLASS ADMINISTRATION
EXPENSES, AND ENTRY OF
JUDGMENT**

Judge: Hon. Joel R. Wohlfeil
Dept.: 73
Hearing Date: July 25, 2025
Hearing Time: 9:00 a.m.

Complaint Filed: October 9, 2023

[Not. of Mot., [Proposed] Order, and
Mem. of P&As, Decs. of Thomas
Rutledge, Settlement Administrator
Taylor Mitzner, and Michelle Jackson
filed concurrently herewith]

DECLARATION OF ERICA AUGUSTIN

I, ERICA AUGUSTIN, declare and state as follows:

1. I am the named Plaintiff and Class Representative in this matter. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is submitted in support of Plaintiffs' Motion for Final Approval of the Class Settlement and for Fees, Costs, Representative Enhancements Payments, Class Administration Expenses, and Entry of Judgment.

3. From about 2001 to January 21, 2022, Defendant Alliant International University, Inc. employed me in various job assignments, the last of which was serving as a nonexempt employee.

4. During my employment, I witnessed Defendant commit what I believed to be a wide range of Labor Code violations.

5. Based on what I observed in the workplace as Defendant's employee, I talked to my colleague, Ms. Michelle Jackson.

6. Ms. Jackson told me that she filed a lawsuit against Defendant and that Mr. Thomas D. Rutledge was her lawyer.

7. I thereafter contacted Mr. Rutledge.

8. Mr. Rutledge interviewed me regarding the merits of my case.

9. Based upon his interview, he agreed to represent me on a contingency fee basis.

10. Mr. Rutledge thereafter requested my personnel file and payroll records from the Defendant and forwarded them to me for my review.

11. On January 11, 2024, Through Mr. Rutledge's office, I filed the class action lawsuit as a named Plaintiff to recover money for myself and the other employees in the class.

12. Over the last 18 months, I remained actively involved in this case by

1 regularly communicating with counsel, reviewing legal filings for accuracy, providing
2 factual context for the claims, and assisting in preparing for hearings and settlement
3 discussions.

4 13. As the named Plaintiff in this Class Action, my goal was to right a wrong
5 I observed regarding what I believed to be underpayment of wages to me and the
6 class.

7 14. I knew that by getting involved in this lawsuit, I had to consider the
8 interests of the other employees, above my own interests, and I agreed to actively
9 participate in this case as their representative.

10 15. I spoke with Mr. Rutledge and his staff over the phone and through
11 emails dozens of times to obtain information about my case and to provide any
12 assistance needed.

13 16. I invested a significant amount of time in this matter and have risked my
14 reputation for being a named Plaintiff in this matter due to my desire to obtain justice
15 for the Class.

16 17. I knew that by getting involved in this lawsuit, I had to consider the
17 interests of the other employees, above my own interests, and I agreed to actively
18 participate in this case as their representative.

19 18. In preparation for mediation, I also assisted Mr. Rutledge and their staff
20 by answering the numerous phone calls and emails they sent me.

21 19. Days before the mediation, I met via telephone with Mr. Rutledge
22 regarding my employment records and we discussed the case more thoroughly.

23 20. Mr. Rutledge reminded me again that my case had significant merit and
24 that I would help many people, other than myself.

25 21. For the personal suffering of various Labor Code and employment
26 claims beyond the scope of this litigation, such as my belief that Defendant
27 discriminated against me, I have agreed to provide Defendant a full release pursuant
28 to Civil Code § 1542 in exchange for the settlement proceeds of \$5,000 if this Court

1 approves the class action settlement.

2 22. In total, estimated time doing all the foregoing has been about 45 hours
3 on the low side.

4 23. But for this lawsuit, I firmly believe Defendant would not have corrected
5 the way they pay their employees.

6 24. In consideration of the amount of work, hours, and effort I have
7 dedicated to this case, as well as the financial and professional risks I took in pursuing
8 a lawsuit against an employer, and in consideration of the § 1542 release I have given
9 to the Defendant for my claims, I believe the requested \$5,000 incentive award for my
10 service is fair, reasonable, and well-deserved.

11 25. As someone who works in the field of education where employers are
12 closely networked, I feared potential blacklisting or reputational harm that might
13 affect my future job prospects.

14 26. I accepted this risk because I felt strongly about advocating for
15 coworkers who were unaware of their rights or afraid to come forward.

16 27. I am very pleased with my counsel and believe the Aggrieved Employees
17 will agree that we obtained justice on their behalf in this matter.

18 28. I understand that service awards are not automatic and must be earned.

19 29. I respectfully believe that my contributions, which helped advance this
20 litigation to a successful outcome, justify the modest \$5,000 service award requested.

21 30. I took this responsibility seriously and have no regrets about standing up
22 on behalf of other workers who may not have had the ability to do so.

23 31. Accordingly, I very respectfully request the Court to award me \$5,000 as
24 an enhancement payment and grant final approval of the settlement.

25 Except as to those matters made upon information and belief, I declare under
26 penalty of perjury under the laws of the State of California that the foregoing is true
27 and correct.

28 Executed this day of July 1, 2025, in San Diego, California

Thomas D. Rutledge
Attorney-at-Law
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Rancho Santa Fe, California 92091
Telephone: (619) 886-7224

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/s/Erica Augustin
Declarant, Erica Augustin

PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On July 1, 2025, I served the foregoing document(s) described as:

DECLARATION OF ERICA AUGUSTIN ISO PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT, FOR FEES, COSTS, REPRESENTATIVE ENHANCEMENT PAYMENT, CLASS ADMINISTRATION EXPENSES, AND ENTRY OF JUDGMENT

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date of postage meter date on the envelope is more than one day after the date of deposit for mailing contained in this affidavit.

☒ **(BY E-MAIL via E-file)** I am readily familiar with the business practice for collection and processing of correspondence for emailing with the Court authorized third-party vendor. This correspondence was sent via email via this third-party vendor pursuant to the vendor's policies and practices.

☐ **(BY OVERNIGHT DELIVERY SERVICE)** I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ **(BY FACSIMILE)** I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed July 1, 2025, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

/s/THOMAS D. RUTLEDGE
THOMAS D. RUTLEDGE

SERVICE LIST

JOANNA BUSER
joanne.buser@quarles.com
TRENTAN CUNNINGHAM
trent.cunningham@dquarles.com
QUARLES & BRADY LLP
101 West Broadway, Ninth Floor
San Diego, California 92101-8285

Attorneys for Defendant