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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

MICHELLE JACKSON and ERICA AUGUSTIN, individually and as aggrieved employees pursuant to the Private Attorneys General Act ("PAGA") on behalf of the State of California and similarly situated employees, Plaintiffs, vs. ALLIANT INTERNATIONAL UNIVERSITY, INC., a California corporation; and DOES 1 through 50, Defendant.	Case No.: 37-2023-00043742-CU-OE-CTL (Consolidated with Case No.: 37-2024-00002100-CU-OE-CTL) **PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT AND FOR ATTORNEYS' FEES, COSTS, REPRESENTATIVE ENHANCEMENT PAYMENTS, 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 [[Prop.] Order, Not. of Mot., and Decs. of Thomas D. Rutledge, Settlement Administrator Taylor Mitzner, Michelle Jackson, and Erica Augustin filed concurrently herewith]

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

Plaintiffs Michelle Jackson and Erica Augustin (the "Named Plaintiffs"), on behalf of themselves, the provisionally certified Class (collectively, "Class Members"), which have been certified for settlement purposes only, the Aggrieved Employees, and the State of California as its designated proxies (collectively, "Plaintiffs"), very respectfully move the Court for final approval of the Settlement[1] of this class and representative action for wage and hour claims, the terms of which are set forth in the preliminarily Court-approved Class Action and PAGA Settlement Agreement, a copy of which is attached as **Exhibit 1** to the Declaration of Thomas D. Rutledge served and filed concurrently with this Motion. Plaintiffs also move the Court to approve Class Counsel's fees and costs, representative enhancement payments to the Named Plaintiffs, and settlement administration expenses.

By this Motion, Defendant Alliant International University, Inc. ("Defendant") agrees to pay a non-reversionary total of $480,000, which includes: (1) Class Representative Enhancement Payments to the Class Representatives of $5,000 each and General Release Payments to the Named Plaintiffs of $5,000 each; (2) Settlement Administration Expenses of $7,000; (3) a Class Counsel's Fee Payment of 1/3 of the gross settlement ($159,984); and (4) Class Counsel's litigation expenses of $7,980. The resulting amount is the Net Settlement Fund (NSF), of which $15,000 constitutes civil penalties for Plaintiffs' Private Attorney General Act (PAGA) claim, 75% of which is payable to the Labor and Workforce Development Agency (LWDA) and 25% of which is payable to the Aggrieved Employees. Rutledge Decl., Ex. 1, ¶ II.21, IV.2.

The 484 Class Members who did not opt-out of the Settlement will receive an average individual settlement payment of $553.75, with the highest payment being

[1] Unless otherwise defined herein, capitalized terms have the same meanings as those set forth in the Parties' Class Action Settlement Agreement ("Agreement," "Settlement," or "Settlement Agreement").

$1,312.69 and the lowest being $2.73. Mitzner Decl., ¶ 14. The 348 Aggrieved Employees will receive about $10.78 on average per person from the PAGA Award, with the highest individual PAGA Payment being $15.63. Class Members and Aggrieved Employees will be paid *automatically*—no need to submit a claim. Mitzner Decl., ¶ 15.

In total, only six Class Members opted out of the Settlement, yielding a non-exclusion rate of less than one percent. No objections to the Settlement were filed. Mitzner Decl., ¶¶ 9-10.

Based on these circumstances, the settlement is fair, adequate, and reasonable for the Class. Plaintiffs very respectfully request this Honorable Court to finally approve the settlement.

II. PROCEDURAL HISTORY & SETTLEMENT NEGOTIATIONS.

In August 2023, Plaintiff Jackson retained Class Counsel shortly after she was involuntarily terminated by Defendant. Class Counsel thereafter obtained Plaintiff Jackson's payroll records and personnel file and began its investigation of Plaintiff's claims. Rutledge Decl., ¶¶ 25-30.

On October 10, 2023, Plaintiffs filed a letter with the LWDA alleging that Defendant Alliant violated numerous provisions of the California Labor Code and was seeking to recover penalties under PAGA and simultaneously commenced this action against Defendant Alliant. ROA #1. Plaintiffs' Complaint alleged individual and class claims for California Labor Code violations. *Id*.

Except for Plaintiff Jackson's Labor Code § 2802 claim, the rest of Plaintiff Jackson's claims were brought under the PAGA only. This is because Plaintiff Jackson was an exempt employee and, as such, had no standing to raise class claims on behalf of nonexempt employees. Rutledge Decl., Ex. 1, ¶ I.1.

Shortly after commencing Plaintiff Jackson's litigation, Plaintiff Augustin retained Class Counsel. On January 11, 2024, Plaintiff Augustin commenced a class action on behalf of all nonexempt employees. Plaintiff Augustin's complaint alleges

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many of the same causes of action that Plaintiff Jackson's litigation asserts, except her claims were class claims, not just claims via the PAGA. ROA #1; *see also* Case No.: 37-2024-00002100-CU-OE-CTL, ROA #14.

Named Plaintiffs, through counsel, promptly served discovery, interviewed witnesses, and gathered evidence in support of their class claims. In the spring of 2024, following a series of detailed discussions between the parties via counsel regarding, among other topics, Named Plaintiffs' intended amendments to the complaints, preparation for class certification, and the deposition schedule, the parties agreed to attend private mediation. Rutledge Decl., ¶¶ 32-35.

Over a nine-month period, the Parties voluntarily exchanged a substantial volume of records and data in preparation for a meaningful mediation. This information exchange included a wide range of evidence such as a random sampling of putative Class Members' time records, paystubs, and critical data such as class size, number of workweeks worked, employee handbooks, and policy memoranda, among other things. Class Counsel's staff analyzed the evidence, assessed liability, and measured damages. Rutledge Decl., ¶¶ 33-34.

On December 4, 2024, the Parties participated in an all-day private mediation before the Hon. Steven R. Denton (Ret.), a well-respected private mediator. Before mediation, the parties submitted detailed briefs outlining their respective positions. At the conclusion of the mediation, Judge Denton made a mediator's proposal the Parties accepted one week later. Rutledge Decl., Ex. 1. ¶ I.4.

Over a three-month period, the Parties negotiated the terms of the Class Settlement, which they executed in the first week of March 2025. One of the Settlement terms required the consolidation of the *Augustin* case with the *Jackson* case. Rutledge Decl., Ex. 1, ¶ I.6.

On March 7, 2025, the Parties filed a joint stipulation with the Superior Court to satisfy this consolidation condition. ROA # 59. On April 1, 2025, following the Court's order on the Parties' stipulation, Plaintiffs filed a consolidated Second

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Amended Complaint. ROA # 65.

On April 4, 2025, the Court heard and granted Plaintiffs' Motion for Preliminary Approval of the Class action and PAGA Settlement. ROA # 64.

On April 28, 2025, Phoenix Settlement Administrators, the Settlement Administrator, mailed Class Notice to the Class of 490 eligible Class Members. Of the total number of Notice Packets mailed, 23 were returned undeliverable. Mitzner Decl., ¶ 7. The 23 returned packets were skip traced and remailed, and, to date, only one (1) notice is undeliverable. No one filed objections to the Settlement. Only 6 Class Members opted out of the Settlement. *Id.*

III. SUMMARY OF THE SETTLEMENT.

A. Overview Of the Settlement Terms.

The Parties have agreed to a full and complete Settlement of this matter that provides relief for members of the proposed Settlement Class. The Settlement Class consists of the following individuals:

> All persons who are employed or were previously employed by the Defendant Alliant International University, Inc. and who worked in California as a staff employee at any time from October 9, 2019, to April 4, 2025.

Rutledge Decl., Ex. 1, ¶ II.30, II.32.

In addition, the Aggrieved Employees are defined as all persons who are employed or were previously employed by the Defendant Alliant International University, Inc. and who worked in California as a staff employee at any time from October 10, 2022, to April 4, 2025. Rutledge Decl., Ex. 1, ¶¶ II.1, II.20.

In consideration for the release of the Class Members' and Aggrieved Employees' claims, the Court preliminarily approved Defendants' agreement to pay the gross sum of $480,000 into a Gross Settlement Fund for the benefit of the Class and Aggrieved Employees. After Court-approved deductions for attorneys' fees, expenses, claims administration costs, Class Representative Enhancement Payment

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and General Release Payments, the NSF will be automatically distributed *pro rata* to all Class Members who did not timely and validly exclude themselves from the Class, and the PAGA Award will be distributed to the Aggrieved Employees and LWDA. Uncashed checks shall be escheated to the California State Controller's Unclaimed Property Fund pursuant to Code of Civil Procedure § 384. The Court likewise preliminarily approved the parties' selection of Phoenix Settlement Administrators, an experienced and independent third party, to serve as the Settlement Administrator. Rutledge Decl., Ex. 1, ¶ IV.

B. <u>Fairness of Allocation to the Classes.</u>

The Settlement Agreement provides that the Net Settlement Fund shall be allocated as follows: 50% of the Net Settlement Proceeds will be allocated to nonexempt Settlement Class Members and 50% of the Net Settlement Proceeds will be distributed to exempt Settlement Class Members. Each Settlement Class Member shall receive a payment based on their pro rata share of the total number of workweeks worked during the Relevant Time Period. Rutledge Decl., Ex. 1, ¶ VIII.1.

Like the Class Members, the Aggrieved Employees' share of the PAGA Award ($3,750, representing 25% of $15,000) will be allocated to Aggrieved Employees based on the total number of pay periods they worked during the PAGA Period. Rutledge Decl., Ex. 1, ¶ VIII.2.

C. <u>The Common Fund and its Allocation and Apportionment.</u>

The NSF is $273,786. The NSF was calculated by subtracting Class Counsel's requested attorneys' fees ($159,984), Class Counsel's actual costs ($7,980), the requested Class Representative Enhancement payments and Civil Code § 1542 payments in the total sum of $20,000 to the named Plaintiffs, PAGA Penalties payable to the LWDA in the amount of $11,250[2], and the requested Settlement

[2] The Settlement allocates 75% to the LWDA because this is a legacy PAGA case, meaning it was filed before the PAGA amendments.

Administrator costs ($7,000) from the GSA ($480,000). Employer-side payroll taxes (e.g., FICA, FUTA, SUTA, ETT) shall remain the sole responsibility of Defendant. Rutledge Decl., Ex. 1 ¶ IV.

1. Settlement Payments to Class Members.

Settlement Payments to participating Class Members will be calculated based on the Class Member's *pro rata* share of workweeks they worked during the Class Period. Rutledge Decl., Ex. 1, ¶ VIII.b. Based on the estimated NSF, the average net individual settlement payment to Class members is $553.75. Mitzner Decl., ¶ 14.

2. Notice and Payments to the LWDA.

Before filing this Motion, nonconformed copies of these papers were provided to the LWDA by upload to the PAGA portal and Class Counsel has complied with all applicable exhaustion requirements under PAGA. Rutledge Decl., ¶¶ 70-72.

From the NSF, $11,250 is payable to the LWDA as penalties under the PAGA and $3,750 is payable to the Aggrieved Employees on a pro rata payroll period basis. All PAGA Award distributions shall be reported by the Settlement Administrator on IRS Form 1099 by year's end.

3. Payment of the Settlement Administrator's Costs.

Upon court approval, the Settlement Administrator will pay itself $7,000 from the Gross Settlement Fund for its services. Mitzner Decl., ¶ 13.

IV. THE SETTLEMENT MEETS ALL CRITERIA NECESSARY FOR FINAL APPROVAL.

A. Standard of Review for Class Settlements.

When a proposed class-wide settlement is reached, it must be submitted to the Court for approval pursuant to California Rules of Court, rule 3.769. Courts take three steps during the settlement approval process:

(1) Preliminary review and approval of the proposed settlement at an informal hearing;

(2) Dissemination of notice of the settlement to all affected

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Class Members; and

(3) Conducting a formal “fairness hearing” at which Class Members may be heard regarding the settlement, and at which evidence and argument concerning the fairness, adequacy, and reasonableness of the settlement is presented.

This three-step process is widely followed by both federal and California courts for evaluating the fairness of class action settlements. *Wershba v. Apple Computer, Inc.,* 91 Cal. App. 4th 224, 240 (2001); *Dunk v. Ford Motor Co.,* 48 Cal. App. 4th 1794, 1801 (1996).

As demonstrated, the first two steps of the settlement approval process were satisfied. On April 4, 2025, for example, this Court entered an Order granting Plaintiffs’ Motion for Preliminary Approval of the Class Settlement. On June 4, 2024 (and as required for returned mailings) the Claims Administrator disseminated notice of the settlement to all affected Class Members. Mitzner Decl., ¶ 6.

The only remaining question for the Court to consider is whether the settlement is a “fair and reasonable resolution of a bona fide dispute.” Cal. Rules of Court, Rules 3.769(g); *Dunk*, *supra*, 48 Cal. App. 4th at 1801; *Wershba*, *supra*, 91 Cal. App. 4th at 240. In making this determination, courts normally consider the following factors:

(1) The existence of fraud or collusion behind the settlement;

(2) The complexity, risk, expense, and likely duration of the litigation;

(3) The stage of the proceedings and the amount of discovery completed;

(4) The probability of plaintiff’s success on the merits;

(5) The range of possible recovery and the settlement amount; and

(6) The opinions of the counsel, class representatives, and absent Class Members.

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Id.

When considering these factors, courts generally defer to the "strong presumption" of finding a settlement fair. *Kullar v. Footlocker Retail, Inc.,* 168 Cal. App. 4th 116, 129 (2008). A presumption of fairness arises when: (1) the settlement is reached through arm's-length negotiation; (2) investigation and discovery are sufficient to allow counsel and the Court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. *Wershba*, *supra*, 91 Cal. App. 4th at 224; *Dunk*, *supra*, 48 Cal. App. 4th at 1802; *Munoz v. BCI CocaCola Bottling Company of Los Angeles,* 186 Cal. App. 4th 399, 408-409 (2010).

B. <u>The Reasons the Settlement is Fair, Reasonable, and Adequate.</u>

The declaration submitted by Class Counsel explains the reasons in support of this settlement in detail. The monetary relief achieved through this Settlement Agreement is substantial, particularly when compared to the potential recovery through continued litigation or trial. Rutledge Decl., ¶¶ 39-42.

In summary, Plaintiffs allege the Defendant committed a wide range of Labor Code violations, but many of the violations are highly technical and, as to the Class, affected only a small group of workers. Many of the alleged violations appear to have arisen during the COVID-19 pandemic, which created atypical working conditions. Rutledge Decl., ¶¶ 44-45.

Further, no fraud or collusion exists regarding this Settlement. The Settlement was procured after an arm's length negotiation via experienced counsel using an experienced mediator after a significant exchange of documents and data was shared between the parties. Rutledge Decl., ¶¶ 34-36.

Moreover, the complexity, expense, and likely duration of the litigation support the Settlement. The Defendant has asserted, and continues to assert, many defenses, and has expressly denied and continues to deny any wrongdoing and asserts its liability is, at most, minimal. Notwithstanding the asserted claims and defenses, the parties have concluded that the Settlement is fair when compared to the burden, expense, and uncertainty of continuing litigation. Rutledge Decl., Ex.1, ¶ IX.2.

Further, the stage of the litigation and amount of discovery completed demonstrates the Parties possessed sufficient information to make an informed settlement decision. The parties, after all, exchanged hundreds of pages of documents, policy handbooks, payroll records, among other things. Class Counsel and various staff members reviewed the foregoing records and data and made an assessment regarding a range of possible recoveries. Counsel for the respective parties created a meaningful mediation environment, exchanging sufficient documentation to enable Class Counsel to make an assessment concerning the range of possible recoveries and make an informed assessment of the reasonable settlement value of the case. Rutledge Decl., ¶¶ 29-34.

Additionally, the probability of success on the merits suggest that settlement was in the best interest of the parties and the Class. At the time of the Settlement, both sides faced considerable risk going forward with the class certification motion process and a possible trial. Notwithstanding the defenses, Class Counsel is optimistic that Plaintiffs would have been able to make the required commonality showing. However, Class Counsel acknowledges the difficulty in establishing commonality when confronted with claims that the Defendant never broke the law. Rutledge Decl., ¶¶ 39-42.

In further considering the factor of the range of possible recoveries and the settlement reached, this Settlement is outstanding. Indeed, all Settlement Class Members will receive cash payments from an economically viable company, not coupons, days off, or some other unusual form of remuneration. On average, Class Members will receive approximately $553.75, which, in Class Counsel's experience, is an excellent outcome. Additional evidence the Settlement is reasonable is that only six class members opted out of the Settlement and there are no objectors. Mitzner Decl., ¶ 10.

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The last important factor the courts normally consider is the opinion and experience of counsel. Class Counsel has served the public for almost 30 years, with the past 20 years focused almost exclusively on class action, PAGA, and employment litigation. Class Counsel has been the originating attorney on more than five dozen wage and hour class and representative actions. When the counsel who is recommending the proposed settlement for approval is known to the court as a competent and experienced attorney, significant weight is normally given to his/her opinion. *Wershba*, *supra*, 91 Cal. App. 4th at pp. 240-242; *Dunk*, *supra*, 48 Cal. App. 4th at p. 1802. Here, Class Counsel unhesitatingly believes the Settlement is fair, reasonable, and adequate. Rutledge Decl., ¶¶ 6-42.

V. THE PAGA SETTLEMENT IS FAIR AND REASONABLE.

A. Standard of Review for PAGA Settlements.

Labor Code § 2699(s)(2), provides, "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." Court review of PAGA settlements is significantly different from the review of class action settlements, the former of which typically focus on the amount received by the Aggrieved Employees, compares the settlement amount to the reasonable range of potential outcomes in the case, and does not require a preliminary and final approval. *Arias v. Superior Court,* 46 Cal. 4th 969 (2009). Judicial review of PAGA settlements normally is to determine whether the settlement is fair and reasonable and supports the PAGA's remedial objectives. *Id*.

B. Reasons to Approve the PAGA Settlement.

The declaration submitted by Class Counsel explains the reasons in support of the PAGA Settlement in detail. In short, based on virtually the same reasons the settlement amount obtained for the Class is reasonable, the monetary relief obtained from this Settlement Agreement for the State of California and Aggrieved Employees here is fair and reasonable. Indeed, many courts substantially discount PAGA

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penalties when parties cannot settle and cases must go to trial unless the violations are wanton, willful, and flagrant. The general norm of judicial leniency combined with the recent amendments to the PAGA demonstrate a trend against "punishing" small employers. Rutledge Decl., ¶¶ 39-123.

VI. THE CLASS REPRESENTATIVES EARNED A REPRESENTATIVE ENHANCEMENT PAYMENT.

The Named Plaintiffs very respectfully request the Court to award them a representative enhancement payment of $5,000 each to the Named Plaintiffs, for a total of $10,000. The Defendant does not oppose this request and it is well-deserved.

Generally, a representative enhancement payment is appropriate to encourage people to step forward and assume the burdens and obligations of representing the class. In deciding the amount of a service award for a class representative, relevant factors include the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefited from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles,* 186 Cal. App. 4th 399, 405 (2010).

As Class Representatives, the Named Plaintiffs here admirably performed their duties to the Class. They provided detailed information that enabled Class Counsel to competently prosecute this case, explained employment related documents, assisted in the preparation of the factual portion of the mediation briefs, and provided Class Counsel with pertinent information. They also assumed risks, including potential liability for costs if the case were unsuccessful. They also risked (and continue to risk) the potential stigma in their industry associated with suing a former employer. In short, without the Named Plaintiffs' participation and hard work, there would be no case and no recovery for the Class. Jackson Decl., ¶¶ 9-29; Augustin Decl., ¶¶ 10-29; Rutledge Decl., ¶¶ 79-89.

Accordingly, Plaintiffs very respectfully request the Court to approve the requested representative enhancement payments.

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VII. CLASS COUNSEL'S ATTORNEYS' FEES AND COSTS REQUEST IS REASONABLE.

As noted above, Class Counsel moves for final approval of a fee award of $159,984 (1/3 of the Gross Settlement Amount) and $7,980 in actual costs, sums authorized per the terms of the Settlement Agreement and preliminarily approved by this Honorable Court. The request is unopposed, and no objections have been filed.

A. The Amount Sought for Class Counsel's Fees is a Reasonable Percentage of the Gross Settlement.

In California state courts, attorneys' fees are normally calculated using one of two methods: the percentage method (a percentage of the common fund or settlement value) or the lodestar-multiplier method (reasonable hours multiplied by reasonable hourly rates multiplied by an amount more or less than 1.0 to account for factors such as the risks taken and results achieved). *Laffitte v. Robert Half International Inc.,* 1 Cal. 5th 480 (2016). The general rule in the case of a common fund, like the one in this case where there is no reversion to the Defendant or a claims process where the common fund may diminish based on a lack of qualified claims, i.e., a 'constructive fund,' is application of the percentage method. *Id*.

Here, the requested award of 1/3 of the Gross Settlement is based on the percentage method, a sum that comports with the general practice in California state courts. *Laffitte*; *Chavez v. Netflix, Inc.,* 162 Cal. App. 4th 43, 66 n. 11 (2008) ("fee awards in class actions average around one-third of the recovery.")

B. A Lodestar Cross-Check Also Supports Class Counsel's Fee Request.

The nature of the work performed by Class Counsel is documented in Class Counsel's Declaration filed concurrently herewith. The time records reflect billing practices on a minimum of one tenth of the hour. This time is summarized as follows (time rounded to the closest dollar):

Attorneys	YEAR ADMITTED	RATE	HRS.	LODESTAR
Thomas D. Rutledge, Esq.	1995	$1,141	252.65	$288,273.65
Total Hours and Lodestar:				**$288,273.65**

Rutledge Decl., **Exhibits 3** and **4**.

C. Class Counsel's Cost Request is Reasonable.

Class Counsel also seeks reimbursement of litigation costs, which Defendant does not oppose. *Laffitte App*., 231 Cal. App. 4th at 871; *Rider v. Cty. of San Diego,* 11 Cal. App. 4th 1410, 1423 n. 6 (1992) (attorneys may recover costs). As set forth in the accompanying declaration, Class Counsel's request reimbursement of $7,980 for litigation expenses. These expenses generally include, *inter alia*, fees for: (1) court filings; (2) service; (3) postage; and (4) mediation. Class Counsel's expenses were ordinary and necessary for the successful prosecution of this litigation. Rutledge Decl., **Exhibit 5**.

VIII. CONCLUSION.

For the reasons described in these moving papers, Plaintiffs very respectfully request that the Court grant Plaintiffs' Motion and sign the proposed Order submitted herewith.

Dated: July 1, 2025

Law Office of
Thomas D. Rutledge

By: */s/Thomas D. Rutledge*
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Attorney for the Plaintiffs and the Provisionally Certified Class

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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:

PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS AND PAGA SETTLEMENT AND FOR ATTORNEYS' FEES, COSTS, REPRESENTATIVE ENHANCEMENT PAYMENTS, 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

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