

FILED
Clerk of the Superior Court

JUL 25 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,

vs.

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

Defendant.

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER OF A CLASS AND PAGA
SETTLEMENT AND ENTRY OF
JUDGMENT**

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The Court, having fully reviewed the Motion, the Memorandum of Points and Authorities, Declarations filed in support thereof, the Settlement Agreement, and having heard the argument of Counsel for the respective parties, it is hereby

1. All terms used herein shall have the same meaning as defined in the Agreement.
2. Consistent with the definitions provided in the Agreement and Class Notice, the Court hereby certifies the Settlement Class defined as “all persons who are employed or were previously employed by Alliant International University Inc., and who worked in California as a staff employee at any time from October 9, 2019, to April 4, 2025.”
3. “Aggrieved Employees” shall mean “all persons who are employed or were previously employed by Alliant International University Inc., and who worked in California as a staff employee at any time from October 10, 2022, to April 4, 2025.”
4. The terms “Settlement Class Member” include all persons in the Settlement Class that did not submit a Request for Exclusion and all Aggrieved Employees regardless of whether they submitted a Request for Exclusion.
5. Based on the evidence presented, the Court hereby finds that the Notice of Proposed Class Action and PAGA Settlement (Notice) was sent to the Class and Aggrieved Employees as set forth in the Agreement and in conformity with the Preliminary Approval Order.

1 6. The Court believes the Notice provided a clear and adequate description
2 of the proceedings and the proposed Settlement terms, satisfying the requirements of
3 due process.

4 7. The Court further finds the Settlement was entered into in good faith and
5 was procured after intensive, serious, and non-collusive arms-length negotiations. The
6 Parties conducted extensive investigation and research and counsel for the Parties
7 reasonably evaluated their respective positions. The Court also finds that the
8 Settlement will avoid additional substantial costs, delay, and risks that would be
9 presented by the further prosecution of the Action. The Court has considered the
10 monetary payout that Settlement Class Members will receive and believes the payout
11 will be meaningful. The Court also finds that the Class is properly certified as a class.

12 8. The Court further finds that the Settlement is fair, adequate, and
13 reasonable and that Plaintiffs have satisfied all applicable standards and requirements
14 for final approval of the class action Settlement under California law, including the
15 provisions of California Code of Civil Procedure § 382.

16 7. This Court is informed that no Settlement Class Members have objected
17 to the terms of the Settlement and only six Class Members requested to be excluded
18 from the terms of the Settlement.

19 8. The Court finds that the requirements of California Rules of Court, rule
20 3.769 have been satisfied, including notice, hearing, class certification, and findings
21 as to the fairness, adequacy, and reasonableness of the Settlement.

22 9. Accordingly, the Court hereby finally approves the Settlement set forth
23 in the Agreement and directs the Parties to effectuate the Settlement according to its
24 terms.

25 10. The Court orders the Defendant to fund the Settlement Account with the
26 Gross Settlement Amount, pursuant to the terms of the Agreement.

27 11. The calculations and the payments shall be made and administered in
28 accordance with the terms of the Agreement.

1 10. Upon the Effective Date, Plaintiffs and each member of the Settlement
2 Class shall be deemed to have, by operation of this Order and Final Judgment, fully
3 and irrevocably released and fully discharged the Releasees from all Released Claims
4 as more fully set forth in the Settlement Agreement.

5 12. Plaintiffs shall also be deemed to have, by operation of this Order and
6 Final Judgment, fully and irrevocably released and fully discharged the Releasees
7 from a general release of claims, as more fully set forth in the Settlement Agreement.

8 13. Pursuant to the terms of the Settlement and the evidence and argument
9 submitted by Class Counsel, the Court finds that the attorneys' fees and litigation
10 costs requested are fair and reasonable under California law, including in light of the
11 contingency risk, the results obtained for the Class, the quality of work performed,
12 and the hours reasonably expended.

13 14. The Court hereby also awards Class Counsel attorneys' fees in the
14 amount of \$159,984 (1/3rd) and costs in the amount of \$7,980 to be subtracted from
15 the Gross Settlement Amount as final payment for and complete satisfaction of any
16 and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any
17 other person or entity related to the Action.

18 15. The Court hereby approves and orders Enhancement Awards of \$5,000
19 each to Plaintiffs and Class Representatives Michelle Jackson and Erica Augustin
20 from the Gross Settlement Fund in accordance with the terms of the Agreement.

21 16. The Court hereby approves and orders Individual General Release
22 Payment of \$5,000 each to Plaintiffs and Class Representatives Michelle Jackson and
23 Erica Augustin from the Gross Settlement Fund in accordance with the terms of the
24 Agreement in exchange for the general release pursuant to Civ. Code § 1542.

25 17. The Court approves and orders the payment in the amount of \$11,250
26 (75% of \$15,000) from the Gross Settlement Fund to the California Labor Workforce
27 Development Agency for penalties arising under the Private Attorneys General Act
28

1 of 2004. The remaining \$3,750 (25% of \$15,000) shall be distributed to Aggrieved
2 Employees on a pro rata basis as set forth in the Agreement.

3 18. The Court further approves and orders payment from the Gross
4 Settlement Fund for actual settlement administration expenses incurred by the
5 Settlement Administrator, Phoenix Settlement Administration Company, in the
6 amount of \$7,000.

7 19. The Court hereby approves and orders payment of individual Settlement
8 Shares from the Net Settlement Fund to the Settlement Class Members, the payment
9 of individual Settlement Shares of which shall be calculated and administered
10 pursuant to the terms of the Agreement.

11 20. The Court also hereby approves and orders that any residue from
12 uncashed Settlement payment checks after the Expiration Date to be distributed in
13 accordance with California Code of Civil Procedure § 384 with uncashed check
14 proceeds to be escheated to the California State Controller's Unclaimed Property
15 Fund.

16 21. The Court further orders that the deadline for paying the Court-approved
17 individual settlement shares, attorneys' fees and costs, enhancement award, and
18 individual general release payment, is as set forth in the Agreement.

19 22. This Final Order and Judgment adjudicates all claims of the Settlement
20 Class Members and Aggrieved Employees that are released under the Settlement
21 Agreement, and it is intended to be a final judgment within the meaning of Code of
22 Civil Procedure §§ 577 and 664.6.

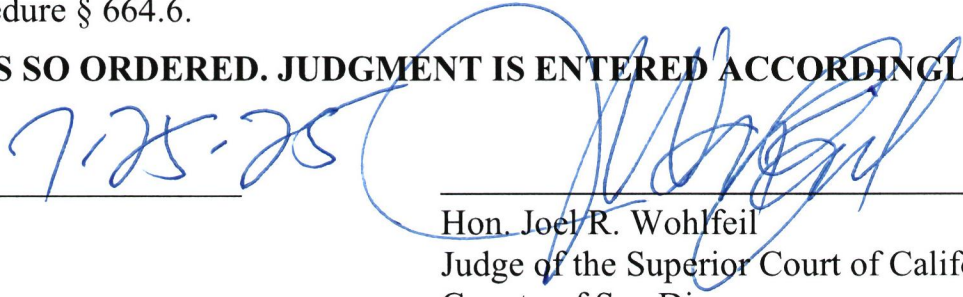
23 23. The Action is hereby dismissed with prejudice as to all Class Members
24 and Aggrieved Employees, subject to the Court's continuing jurisdiction to enforce
25 the Settlement pursuant to California Rule of Court 3.769(h) and Code of Civil
26 Procedure § 664.6.

27 24. Without affecting the finality of this Judgment, the Court shall retain
28 jurisdiction over this Action, the Parties, all Settlement Class Members, and over all

1 matters pertaining to the implementation and enforcement of the terms of the
2 Agreement pursuant to California Rule of Court 3.769(h) and California Code of
3 Civil Procedure § 664.6.

4 **IT IS SO ORDERED. JUDGMENT IS ENTERED ACCORDINGLY.**

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6 Dated: 7.25.25



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