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Attorneys for Plaintiff KENT BROERSMA,
on behalf of himself and others similarly situated

[Additional Counsel listed on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KENT BROERSMA, an individual on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

PLATT COLLEGE LOS ANGELES, LLC, a
Delaware limited liability corporation; OASIS
OUTSOURCING III, LLC, a Florida limited
liability company; and DOES 2 through 50,
inclusive,

Defendants.

Case No.: 20STCV47502

CLASS ACTION

Assigned for All Purposes To:
Hon. Daniel J. Buckley
Dept.: 1

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

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10 on behalf of herself and others similarly situated

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21 and EDWARD ROBINSON on behalf of themselves
22 and others similarly situated

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Attorneys for Defendants
PLATT COLLEGE LOS ANGELES, LLC and
OASIS OUTSOURCING III, LLC

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5 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
6 Agreement”) is made and entered into by and between Plaintiff KENT BROERSMA, ALISHA
7 WILLIAMS, MACKENNA CUMMINGS, and EDWARD ROBINSON (collectively “Plaintiffs”
8 or “Class Representatives”), on behalf of themselves and all others similarly situated, and
9 Defendants PLATT COLLEGE LOS ANGELES, LLC (“Platt”) and OASIS OUTSOURCING III,
10 LLC (collectively “Defendants”) (collectively with Plaintiffs, the “Parties”).

11 DEFINITIONS

12 The following definitions are applicable to this Settlement Agreement.

13 Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 14 1. “Action” means *Kent Broersma vs. Platt College Los Angeles, LLC*, Los
15 Angeles County Superior Court, Case No. 20STCV47502.
- 16 2. “Aggrieved Employees” means all current and former non-exempt employees
17 who worked for Defendants at Platt in California at a time during the PAGA limitations which
18 is at any time between December 10, 2019 to April 30, 2022.
- 19 3. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the
20 Court for Class Counsel’s litigation and resolution of this Action.
- 21 4. “Class Counsel” means David Yeremian & Associates, Inc., United Employees
22 Law Group, P.C., Potter Handy, LLP, and Hammond Law, P.C.
- 23 5. “Class List” means a complete list of all Class Members that Defendants will
24 diligently and in good faith compile from its records and provide to the Settlement
25 Administrator within ten (10) business days after notice to Defendants of Preliminary Approval
26 of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include
27 the following information from Defendants’ records: each Class Member’s full name; last-
28

1 known mailing address; Social Security number; and dates of employment as a non-exempt
2 employee in California during the Class Period.

3 6. “Class Member(s)” or “Settlement Class” means all current and former non-
4 exempt employees who worked for Defendants at Platt in California at any time between
5 December 10, 2016 to April 30, 2022 with the exception of any person who submits a timely
6 and valid request for exclusion.

7 7. “Class Period” means the period from December 10, 2016 to April 30, 2022.

8 8. “Class Representative Enhancement Payment” means the amount approved by
9 the Court to be paid to Plaintiffs in recognition of their contributions to the Action on behalf of
10 Class Members and Aggrieved Employees.

11 9. “Court” means the Superior Court of California, County of Los Angeles.

12 10. “Defendants” means Platt College Los Angeles, LLC and Oasis Outsourcing
13 III, LLC collectively

14 11. “Effective Date” means: (a) the date of entry of the Court’s order granting final
15 approval of the Settlement Agreement and Judgment, if no objections have been filed or if an
16 objection was filed and later withdrawn; or (b) if an objection to the Settlement Agreement is
17 filed, then the date when the time expires to file an appeal of the Court’s grant of Final
18 Approval of the Settlement Agreement; or (c) if an objection is filed, as well as a timely Notice
19 of Appeal of the Court’s grant of Final Approval of the Settlement Agreement, then the date the
20 appeal is finally resolved, with the final approval unaffected.

21 12. “Final Approval” means the Court’s order granting final approval of the
22 settlement.

23 13. “Individual Settlement Payment” means each Class Member’s share of the Net
24 Settlement Amount.

25 14. “Gross Settlement Amount” is the amount of Eight Hundred Eighty Five
26 Thousand Five Hundred Dollars Zero Cents (\$885,500.00), which is the maximum amount to
27 be paid by Defendant Platt pursuant to this Settlement Agreement. The Gross Settlement
28 Amount includes all Individual Settlement Payments to Class Members, the Class

1 Representative Enhancement Payment to Plaintiffs, Attorneys' Fees and Costs to Class
2 Counsel, the Settlement Administration Costs to the Settlement Administrator, and the PAGA
3 Payment as specified in this Agreement. Defendant Platt shall pay the employer's share of
4 payroll taxes due on the portion of Settlement Payments allocated to wages separately and in
5 addition to the Gross Settlement Amount. The Parties agree that Defendant Platt will have no
6 obligation to pay any amount in connection with this Settlement Agreement apart from the
7 Gross Settlement Amount and the employer's share of payroll taxes due on the portion of
8 Settlement Payments allocated to wages, and that none of the Gross Settlement Amount will
9 revert to Defendant Platt.

10 15. "Net Settlement Amount" means the Gross Settlement Amount, less the
11 Attorneys' Fees and Costs, Class Representative Enhancement Payments, Settlement
12 Administration Costs, and seventy-five percent (75%) of the PAGA Payment as specified in
13 this Agreement.

14 16. "Objection" means any written objection to this Settlement sent by a Class
15 Member to the Settlement Administrator as specified herein. An Objection to Settlement must
16 be sent to the Settlement Administrator on or before the Response Deadline.

17 17. "Notice of Class Action Settlement" means the notice of settlement, attached as
18 **Exhibit A**, to be mailed to all members of the Settlement Class upon Preliminary Approval.

19 18. "Notice Packet" means the Notice of Class Action Settlement attached as
20 **Exhibit A**, the Objection Form attached as **Exhibit B**, the Request for Exclusion Form attached
21 as **Exhibit C**, and the Dispute Form attached as **Exhibit D** to be mailed to all members of the
22 Settlement Class upon Preliminary Approval.

23 19. "PAGA" means the California Labor Code Private Attorneys General Act of
24 2004, Cal. Lab. Code §§ 2698-2699.5.

25 20. "PAGA Payment" means the payment made hereunder to the California Labor
26 and Workforce Development Agency and the Settlement Class Members for settlement of
27 claims for civil penalties under PAGA.

28 21. "PAGA Period" means the period from December 10, 2019 to April 30, 2022.

1 22. “Parties” means Plaintiffs and Defendants collectively.

2 23. “Plaintiffs” mean Kent Broersma, Alisha Williams, Mackenna Cummings, and
3 Edward Robinson.

4 24. “Preliminary Approval” means the Court order granting preliminary approval of
5 the Settlement Agreement.

6 25. “Released Class Claims” means all causes of action and factual or legal theories
7 that were alleged in or arising out of facts asserted in the operative First Amended Complaint,
8 including violations of California Labor Code sections 201, 202, 203, 204, 223, 226, 226.3,
9 226.7, 246, 432.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198,
10 1199, 2698, 2699 *et seq.*, and 2802 California Code of Regulations, Title 8, section 11000 *et*
11 *seq.*, and California Business & Professions Code §§ 17200 to 17208, and the applicable IWC
12 Wage Orders from the following claims for relief: (a) failure to pay minimum, regular, or
13 hourly wages, (b) failure to pay overtime wages or accurate overtime wages, (c) failure to
14 provide meal breaks and failure to pay premium pay for missed meal breaks, (d) failure to
15 provide rest breaks and failure to pay premium pay for missed rest breaks, (e) failure to provide
16 complete, accurate or properly formatted wage statements, (f) failure to timely pay wages
17 during employment or upon separation, (g) failure to maintain accurate records; (h) failure to
18 reimburse for necessary business expenses; (i) unfair business practices that could have been
19 premised on the claims, causes of action or legal theories of relief described above or any of the
20 claims, causes of action or legal theories of relief pleaded in the operative First Amended
21 Complaint; (j) all claims under the California Labor Code Private Attorneys General Act of
22 2004 that could have been premised on the claims, causes of action or legal theories described
23 above or any of the claims, causes of action or legal theories of relief pleaded in the operative
24 First Amended Complaint; (k) any other claims or penalties under the California Labor Code or
25 other wage and hour laws pleaded in the operative First Amended Complaint; and (l) all
26 damages, penalties, interest and other amounts recoverable under said claims, causes of action
27 or legal theories of relief. The period of the Release shall extend to the limits of the Class
28 Period. The *res judicata* effect of the Judgment will be the same as that of the Release.

1 Defendants shall be entitled to a release of Released Claims which occurred during the Class
2 Period only during such time that the Settlement Class Member was classified as non-exempt,
3 and expressly excluding all other claims for vested benefits, wrongful termination,
4 unemployment insurance, disability, social security, workers' compensation, claims while
5 classified as exempt, and claims outside of the Class Period.

6 26. "Released Parties" means Defendant Platt College Los Angeles LLC, and its
7 past, present and/or future, direct and/or indirect officers, directors, members, shareholder,
8 employees, agents principals, heirs, representatives, accountants, auditors, attorneys,
9 consultants, insurers, reinsurers, and each of their respective successors; and predecessors in
10 interest, assigns, subsidiaries, affiliates, and parents, if any; and Defendant Oasis Outsourcing
11 III, LLC, and its past, present and/or future, direct and/or indirect officers, directors, members,
12 shareholder, employees, agents principals, heirs, representatives, accountants, auditors,
13 attorneys, consultants, insurers, reinsurers, and each of their respective successors; and
14 predecessors in interest, assigns, subsidiaries, affiliates, and parents, if any.

15 27. "Request for Exclusion" means a timely written request by a Class Member to
16 be excluded from the Settlement to the Settlement Administrator as specified herein. A Request
17 for Exclusion must be sent to the Settlement Administrator on or before the Response Deadline.

18 28. "Response Deadline" means the deadline by which Class Members must
19 postmark to the Settlement Administrator Requests for Exclusion or Objections to the
20 Settlement. The Response Deadline will be sixty (60) calendar days from the initial mailing of
21 the Notice of Class Action Settlement by the Settlement Administrator, unless the 60th day falls
22 on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the
23 next day on which the U.S. Postal Service is open.

24 29. "Settlement Administrator" means Simpluris or any other third-party class
25 action settlement administrator approved by the Parties and the Court for the purposes of
26 administering this Settlement. The Parties each represent that they do not have a financial
27 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
28 Administrator that could create a conflict of interest.

1 30. “Settlement Administration Costs” includes all costs payable to the Settlement
2 Administrator for administering this Settlement, including, but not limited to, printing,
3 distributing, and tracking notice and other documents for this Settlement, tax reporting,
4 distributing all payments to be made pursuant to this Settlement, and providing necessary
5 reports and declarations, as requested by the Parties. After conference and consultation with the
6 Settlement Administrator, no more than nine thousand dollars (\$9,000.00) will be allocated to
7 Settlement Administration.

8 31. “Workweeks” means the number of calendar weeks that the Class Member
9 worked as a non-exempt employee in California during the Class Period, but does not include
10 weeks when a Class Member was on a leave pursuant to the Family Medical Leave Act,
11 California Family Rights Act, or any other leave for any reason, whether medical or non-
12 medical.

13 32. “Workweek Value” means the value of each compensable Workweek, as
14 determined by the formula set forth in herein.

15 **TERMS OF AGREEMENT**

16 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as
17 follows:

18 33. Funding of the Gross Settlement Amount. Within twenty (20) business days
19 after the Effective Date, Defendant Platt will deposit the Gross Settlement Amount into a
20 Qualified Settlement Fund, with the Settlement Administrator. The Gross Settlement Amount
21 will be used to pay: (i) Individual Settlement Amounts; (ii) the Class Representative
22 Enhancement Payment to Plaintiffs; (iii) Attorneys’ Fees and Costs; (iv) the PAGA Payment;
23 and the (v) Settlement Administration Costs.

24 34. Attorneys’ Fees and Costs. Class Counsel will seek an award of Attorneys’ Fees
25 and Costs of not more than Two Hundred Ninety Five Thousand One Hundred Sixty Six
26 Dollars and Sixty Seven Cents (\$295,166.67) in attorney’s fees and not more than Twenty Five
27 Thousand Dollars and Zero Cents (\$25,000.00) in costs, and Defendants agree not to oppose
28 such application. All Attorneys’ Fees and Costs will be paid from the Gross Settlement Amount.

1 Plaintiffs and Class Counsel will not have the right to revoke this Settlement in the event the
2 Court fails to approve the amount of Attorneys' Fees and Costs sought by Class Counsel. Any
3 portion of the Attorneys' Fees and Costs not awarded to Class Counsel will be added to the Net
4 Settlement Amount.

5 35. Class Representative Enhancement Payment. Plaintiffs will apply to the Court for
6 a Class Representative Enhancement Payment of not more than Five Thousand Dollars and Zero
7 Cents (\$5,000.00) to Plaintiff Broersma, Five Thousand Dollars and Zero Cents (\$5,000.00) to
8 Plaintiff Williams, Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to Plaintiff
9 Cummings, and Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to Plaintiff
10 Robinson and for their effort and work in prosecuting the Action on behalf of Class Members
11 and Aggrieved Employees and Defendants agree not to oppose such application. The Class
12 Representative Enhancement Payment, which will be paid from the Gross Settlement Amount,
13 will be in addition to Plaintiffs' right to an Individual Settlement Payment pursuant to the
14 Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on
15 the payments made pursuant to this paragraph and will hold Defendants harmless from any claim
16 or liability for taxes, penalties, or interest arising as a result of the payments. Plaintiffs will not
17 have the right to revoke this Settlement in the event the Court fails to approve the amount sought
18 by Plaintiffs as a Class Representative Enhancement Payment. Any portion of the Class
19 Representative Enhancement Payment not awarded to the Class Representative will be added to
20 the Net Settlement Amount.

21 36. Settlement Administration Costs. The Settlement Administrator will be paid for
22 the reasonable costs of administration of the Settlement and distribution of payments. These
23 costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the
24 required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,
25 preparing and distributing Notices of Class Action Settlement, calculating and distributing all
26 payments to be made pursuant to the Settlement, and providing necessary reports and
27 declarations. Class Counsel obtained a "not to exceed" quote from the Settlement Administrator
28 to complete the administration for nine thousand dollars (\$9,000.00). The Settlement

1 Administrator's "not to exceed" quote will represent the Settlement Administrator's agreement
2 that, based on the class size and distributions under the terms of this Settlement, the costs for
3 administration of the terms of this Settlement will not exceed the specified amount. All of the
4 Settlement Administration Costs shall be paid from the Gross Settlement Amount upon
5 completion of all duties required to be performed by the Settlement Administrator under the
6 terms of this Settlement, or as otherwise required by the Court, subject to the "not to exceed"
7 quote from the Settlement Administrator. The Settlement Administrator will set up the
8 Qualified Settlement Fund.

9 37. PAGA Payment. One Hundred and Six Thousand, Two-Hundred and Sixty
10 Dollars and Zero Cents (\$106,260.00) shall be allocated from the Gross Settlement Amount for
11 settlement of claims for civil penalties under PAGA. The Settlement Administrator shall pay
12 seventy-five percent (75%) of such \$106,260.00 PAGA Payment, or \$79,695.00, to the LWDA.
13 Twenty-five (25%) of the \$106,260.00 PAGA Payment, or \$26,565.00, will be included in the
14 Net Settlement Amount and distributed to Settlement Class Members as described in this
15 Agreement. Each Settlement Class Member's pro rata share of that \$26,565.00 will be part of
16 his or her Individual Settlement Payment.

17 38. Individual Settlement Payment Calculations. Individual Settlement Payments
18 will be calculated and apportioned from the Net Settlement Amount based on the number of
19 Workweeks a Class Member worked during the Class Period as a non-exempt employee in
20 California. Specific calculations of Individual Settlement Payments will be made as follows:

21 38(a). The Settlement Administrator will calculate the total number of
22 Workweeks worked by each Class Member as a non-exempt employee in California during the
23 Class Period and the aggregate total number of Workweeks worked by all Class Members as
24 non-exempt employees in California during the Class Period.

25 38(b). To determine each Class Member's estimated "Individual Settlement
26 Payment," the Settlement Administrator will use the following formula: The Net Settlement
27 Amount will be divided by the aggregate total number of Workweeks, resulting in the
28 Workweek Value. Each Class Member's "Individual Settlement Payment" will be calculated by

1 multiplying each individual Class Member's total number of Workweeks by the Workweek
2 Value.

3 38(c). The entire Net Settlement Amount will be disbursed as Individual
4 Settlement Payments to Class Members. If there are any valid and timely Requests for
5 Exclusion from members of the Settlement Class, the Settlement Administrator shall
6 proportionately increase the Individual Settlement Payment for each Class Member according
7 to the number of Workweeks worked, so that the amount actually distributed to the Settlement
8 Class equals 100% of the Net Settlement Amount.

9 38(d). The Individual PAGA Payment means the Aggrieved Employee's pro
10 rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks
11 worked during the PAGA Period. The Administrator will calculate each Individual PAGA
12 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
13 Penalties \$106,260 by the total number of PAGA Period Pay Periods worked by all Aggrieved
14 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
15 Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and
16 liability for any taxes owed on their Individual PAGA Payment.

17 39. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
18 Class Members under this Settlement, as well as any other payments made pursuant to this
19 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to
20 which any Class Members may be eligible, including, but not limited to: (i) profit-sharing
21 plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick
22 leave plans, (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the Parties' intention
23 that this Settlement Agreement will not affect any rights, contributions, or amounts to which
24 any Class Members may be entitled under any benefit plans.

25 40. Settlement Administration Process. The Parties agree to cooperate in the
26 administration of the settlement and to make all reasonable efforts to control and minimize the
27 costs and expenses incurred in administration of the Settlement.

28 41. Delivery of the Class List. Within fourteen (14) calendar days of entry of the

1 Court's Order Granting Preliminary Approval, Defendants will provide the Class List to the
2 Settlement Administrator.

3 42. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving
4 the Class List from Defendants, the Settlement Administrator will mail a Notice Packet to all
5 Class Members via regular First-Class U.S. Mail, using the most current, known mailing
6 addresses identified in the Class List.

7 43. Confirmation of Contact Information in the Class List and Undeliverable
8 Notices. Prior to mailing, the Settlement Administrator will perform a search based on the
9 National Change of Address Database for information to update and correct for any known or
10 identifiable address changes. Not later than [3] business days after the Administrator's receipt
11 of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the
12 Class Notice using any forwarding address provided by the USPS. If the USPS does not
13 provide a forwarding address, the Administrator shall conduct a Class Member Address Search,
14 and re-mail the Class Notice to the most current address obtained. The Administrator has no
15 obligation to make further attempts to locate or send Class Notice to Class Members whose
16 Class Notice is returned by the USPS a second time. The deadlines for Class Members' written
17 objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be
18 extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for
19 all Class Members whose notice is re-mailed. The Administrator will inform the Class Member
20 of the extended deadline with the re-mailed Class Notice.

21 44. Notices of Class Action Settlement. All Class Members will be mailed a Notice
22 of Class Action Settlement in the form attached as Exhibit A or as provided by Court order, an
23 Objection Form in the form attached as Exhibit B or as provided by Court order, a Request For
24 Exclusion Form in the form attached as Exhibit C or as provided by Court order, and a Dispute
25 Form in the form attached as Exhibit D or as provided by Court order.

26 45. Disputed Information on Notices of Class Action Settlement. Class Members
27 will have an opportunity to dispute the information provided in their Notices of Class Action
28 Settlement. Any Class Member wishing to dispute the information provided in their Class

1 Notice shall mail the Dispute Form to the Settlement Administrator by the Response Deadline.
2 To the extent Class Members dispute their employment dates or the number of Workweeks,
3 Class Members may produce evidence to the Settlement Administrator showing that such
4 information is inaccurate. The Settlement Administrator will advise the Parties of such dispute
5 and allow Defendant five (5) business days to respond with any additional information or
6 records. The Settlement Administrator may rely on Defendants' records without further
7 foundation to perform its calculus but must give fair weight to records provided by Class
8 Members. The Settlement Administrator will make a recommendation and the Class Member
9 may either accept it or reject it. Class Counsel shall file with the Court all disputes submitted by
10 Class Members, the evidence submitted, and the resolution of those disputes. The Court shall
11 have the right to review any decision made by the Settlement Administrator regarding a claim
12 dispute.

13 46. Requests for Exclusion. Any Class Member wishing to opt-out from the
14 Settlement Agreement must sign and return the Request for Exclusion Form, postmarked within
15 the Response Deadline to the Settlement Administrator. The postmark date will be the exclusive
16 means to determine whether a Request for Exclusion has been timely submitted. The Parties
17 and their counsel will not solicit or encourage any Class Member, directly or indirectly, to opt
18 out of the Settlement Agreement. More specifically, a Class Member may request to be
19 excluded from the effect of this Agreement, and any payment of amounts under this Agreement
20 by timely mailing a Request for Exclusion Form to the Settlement Administrator stating that the
21 Class Member wants to be excluded from this Action. The Class Member must include their
22 name, address, and signature on the Request for Exclusion Form. To be valid and timely, the
23 request to be excluded must be postmarked by the Response Deadline date that will be
24 specified in the Class Notice (no less than sixty (60) calendar days from the initial mailing of
25 the Class Notice by the Settlement Administrator). A Class Member who properly submits a
26 valid and timely request to be excluded from the Action will not receive any payment of any
27 kind in connection with this Agreement or this Action, will not be bound by or receive any
28 benefit of this Agreement, and will have no standing to object to the Settlement. Class

1 Members who do not timely request exclusion will be bound by the releases herein and receive
2 an individual settlement payment (“Participating Class Members”), and their request for
3 exclusion will be defective. A request for exclusion must be mailed to the Settlement
4 Administrator at its address to be provided in the Class Notice, and the Settlement
5 Administrator will promptly transmit the requests for exclusion to counsel for the parties. Class
6 Counsel shall file with the Court all requests for exclusion submitted by Class Members.

7 47. Defective Submissions. If a Class Member’s Request for Exclusion is defective
8 as to the requirements listed herein, that Class Member will be given an opportunity to cure the
9 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three
10 (3) business days of receiving the defective submission to advise the Class Member that his or
11 her submission is defective and that the defect must be cured to render the Request for
12 Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii)
13 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a
14 revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within
15 that period, it will be deemed untimely.

16 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
17 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
18 timely and valid Request for Exclusion will be bound by all of its terms, including those
19 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if
20 it grants final approval of the Settlement.

21 49. Objection Procedures. Any Class Members wishing to object to the Settlement
22 must sign and return the Objection Form, postmarked within the Response Deadline to the
23 Settlement Administrator or by appearing at the hearing for Final Approval. The postmark date
24 will be the exclusive means to determine whether an Objection has been timely submitted. The
25 Class Member must include their name, address, and signature on the Objection Form. The
26 Class Member must also list the reasons for objecting to the Settlement. The Settlement
27 Administrator will promptly provide any objections to the parties’ counsel upon receiving
28 them. Class Counsel shall file with the Court all objections submitted by Class Members.

1 Settlement Class Members may also have a right to have their objections heard at the Final
2 Approval/Settlement Fairness Hearing. Class Counsel will not represent any Class Members
3 with respect to any such Objections to this Settlement, and any Class Members who request
4 exclusion from the Settlement will not have standing to object to it.

5 50. Settlement Administrator Reports. The Settlement Administrator will provide
6 Defendant's counsel and Class Counsel a weekly report of the number of Class Members who
7 have submitted valid Requests for Exclusion, Objections, and disputes regarding Workweek
8 calculations. Additionally, the Settlement Administrator will provide to counsel for both Parties
9 any updated reports regarding the administration of the Settlement Agreement as needed or
10 requested.

11 51. Distribution and Timing of Payments. Within twenty (20) calendar days of the
12 Effective Date, and after Defendant Platt has fully funded the Qualified Settlement Fund with
13 the Gross Settlement Amount, the Settlement Administrator will issue payments to: (i) all Class
14 Members who have not submitted a valid and timely Request for Exclusion, including any
15 Class Member whose notice was returned as undeliverable; (ii) Plaintiffs; (iii) Class Counsel;
16 and (iv) the LWDA. The Settlement Administrator will also issue a payment to itself for Court-
17 approved services performed in connection with the Settlement. The Settlement Administrator
18 will pay Individual Settlement Payments from the Net Settlement Amount to all Participating
19 Class Members. The Settlement Administrator will do so by sending a check in the appropriate
20 amount to the Class Member at the address indicated in the list of Class Member names and
21 addresses provided by Defendant, or as subsequently determined by the Settlement
22 Administrator to be correct.

23 52. Un-cashed Settlement Checks. Class Members will receive checks for their
24 Individual Settlement Payments. Checks will remain negotiable for 180 calendar days ("Check-
25 Cashing Deadline"). Any check not cashed within 180 calendar days will be void. The money
26 from the uncashed checks shall be distributed by the Settlement Administrator, in accordance
27 with California Code of Civil Procedure section 384. Any amounts from the settlement checks
28 that remain uncashed and otherwise unclaimed shall be tendered to the State of California

1 Controller Unclaimed Property Fund.

2 53. Certification of Completion. Upon completion of administration of the
3 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
4 such completion to the Court and counsel for all Parties.

5 54. Allocation of Individual Settlement Payments. All Individual Settlement
6 Payments will be allocated as follows: (a) twenty percent as wages and (b) eighty percent as
7 penalties and interest. The Settlement Administrator will be responsible for issuing to claimants
8 a form W-2 for amounts deemed wages and an IRS Form 1099 for the portions allocated to
9 penalties. Deductibility of penalties for tax treatment purposes shall be based on applicable
10 IRS guidelines.

11 55. Administration of Taxes by the Settlement Administrator. The Settlement
12 Administrator will be responsible for issuing to Plaintiffs, Class Members, and Class Counsel
13 tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
14 Settlement Administrator will also be responsible for withholding and forwarding all taxes and
15 penalties to the appropriate government authorities as may be required by law. The Settlement
16 Administrator will also be responsible for reporting to Defendants all amounts paid by the
17 Settlement Administrator to Class Members as wages.

18 56. Tax Liability. Defendants make no representation as to the tax treatment or
19 legal effect of the payments called for hereunder, and Plaintiffs and Class Members are not
20 relying on any statement, representation, or calculation by Defendants or by the Settlement
21 Administrator in this regard. Plaintiffs and Class Members understand and agree that they will
22 be solely responsible for the payment of any taxes and penalties assessed on the payments
23 described herein and will defend, indemnify, and hold Defendants free and harmless from and
24 against any claims resulting from treatment of such payments as non-taxable damages.

25 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
26 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
27 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
28 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

1 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
2 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
3 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
4 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
5 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
6 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
7 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
8 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
9 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
10 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
11 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
12 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
13 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
14 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
15 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
16 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
17 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
18 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
19 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
20 AGREEMENT.

21 58. No Prior Assignments. The Parties and their counsel represent, covenant, and
22 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
23 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
24 demand, action, cause of action or right herein released and discharged.

25 59. Nullification of Settlement Agreement. In the event that: (i) the Court does not
26 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final
27 for any other reason, then this Settlement Agreement, and any documents generated to bring it
28 into effect, will be null and void. Any order or judgment entered by the Court in furtherance of

1 this Settlement Agreement will likewise be treated as void from the beginning, it will be of no
2 force or effect whatsoever, it will not be referred to or used for any purpose whatsoever, and the
3 negotiation, terms and entry of it shall remain subject to the provisions of California Evidence
4 Code §§ 1119 and 1152.

5 Defendants deny all of the claims and allegations asserted in the Action (as defined
6 herein). Defendants have agreed to resolve this Action via this Stipulation, but to the extent this
7 Stipulation is deemed void or does not take effect, Defendants do not waive, but rather
8 expressly reserve, all rights to challenge all such claims and allegations in the Action upon all
9 procedural and factual grounds, including without limitation the ability to challenge suitability
10 for class treatment or representative adjudication on any grounds or to assert any and all
11 defenses or privileges. The Class Representative and their counsel agree that Defendants
12 retains and reserve these rights. In particular, the Class Representative and their counsel waive
13 and agree not to argue or to present any argument that Defendants would be estopped from
14 contesting class certification because they have entered into this Stipulation.

15 60. Tolerance of Opt-Outs. Defendants retain the right, in the exercise of their sole
16 discretion, to nullify the settlement within thirty (30) days after expiration of the opt out period, if
17 Class Members representing more than ten percent (10%) of total Workweeks opt out of this
18 settlement.

19 61. Escalator. This settlement is based on Defendants' representation that there are
20 approximately 701 Class Members and approximately 62,300 employee workweeks encompassed
21 in the Class Period. If the number of employee workweeks encompassed within the Class Period
22 exceeds 62,300 by more than 10%, then, at Defendants' election, either (a) the Gross Settlement
23 Amount shall be increased in proportion to the percentage increase in the number of workweeks
24 encompassed in the Class Period in excess of 10% or (b) the ending date of the Class Period shall
25 be changed to an earlier date as of which the number of employee workweeks encompassed within
26 the Class Period does not exceed 62,300 by more than 10%.

27 62. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court
28 to request the Preliminary Approval of the Settlement Agreement, and the entry of a

1 Preliminary Approval Order for: (i) conditional certification of the Settlement Class for
2 settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii)
3 setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval
4 Order will provide for the Notice of Class Action Settlement to be sent to all Class Members as
5 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit
6 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
7 proposed Notice of Class Action Settlement.

8 63. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
9 the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement,
10 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
11 conducted to determine the Final Approval of the Settlement Agreement along with the
12 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Representative
13 Enhancement Payment; (iii) Attorneys' Fees and Costs; and (iv) all Settlement Administration
14 Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than thirty (30)
15 days after the Response Deadline. Class Counsel will be responsible for drafting all documents
16 necessary to obtain final approval. Class Counsel will also be responsible for drafting the
17 attorneys' fees and costs application to be heard at the final approval hearing.

18 64. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
19 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
20 Judgment to the Court for its approval. After entry of the Judgment, the Court will have
21 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
22 of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-
23 Judgment matters as may be appropriate under court rules or as set forth in this Settlement
24 Agreement.

25 65. General Release by Plaintiffs. In consideration for the consideration set forth in
26 this Agreement, Plaintiffs, for themselves, their heirs, successors and assigns, does waive,
27 release, acquit and forever discharge the Released Parties, from any and all claims, actions,
28 charges, complaints, grievances and causes of action, of whatever nature, whether known or

1 unknown, which exist or may exist on Plaintiffs' behalf as of the date of this Agreement,
2 including but not limited to any and all tort claims, contract claims, wage claims, wrongful
3 termination claims, disability claims, benefit claims, public policy claims, retaliation claims,
4 statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims,
5 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under
6 any federal, state or other governmental statute, law, regulation or ordinance, including any
7 claims arising under the California Fair Employment and Housing Act (FEHA), the California
8 Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage
9 and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act
10 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
11 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the
12 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &
13 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state
14 or other governmental statute, law, regulation or ordinance. Plaintiffs hereby expressly waive
15 and relinquish any and all claims, rights, or benefits that they may have under California Civil
16 Code § 1542, which provides as follows:

17 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
18 **THAT THE CREDITOR OR RELEASING PARTY DOES**
19 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
20 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
21 **AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
22 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
23 **WITH THE DEBTOR OR RELEASED PARTY.**

24 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those
25 which they now know or believe to exist, but they expressly agree to fully, finally and forever
26 settle and release any and all claims against the Released Parties, known or unknown, suspected
27 or unsuspected, which exist or may exist against Released Parties at the time of execution of
28 this Agreement, including, but not limited to, any and all claims relating to or arising from

1 Plaintiffs' employment with Defendants. The Parties further acknowledge, understand and
2 agree that this representation and commitment is essential to the Agreement and that this
3 Agreement would not have been entered into were it not for this representation and
4 commitment.

5 66. Release by All Settlement Class Members. Plaintiffs and all Class Members
6 who do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his
7 or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully
8 and finally release and discharge the Released Parties from any and all of the Released Claims
9 for the entirety of the Class Period. This waiver and release will be final and binding on the
10 date in which Defendant fully funds the settlement and will have every preclusive effect
11 permitted by law. Plaintiffs and the Settlement Class Members may hereafter discover facts or
12 legal arguments in addition to or different from those they now know or currently believe to be
13 true with respect to the Released Claims. Regardless, the discovery of new facts or legal
14 arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of
15 this Agreement, Plaintiffs and the Settlement Class Members shall be deemed to have, and by
16 operation of the final judgment approved by the Court, shall have, fully, finally, and forever
17 settled and released all of the Released Claims. The parties understand and specifically agree
18 that the scope of the release described in this Paragraph: is a material part of the consideration
19 for this Agreement; was critical in justifying the agreed upon economic value of this settlement
20 and without it Defendants would not have agreed to the consideration provided; and is narrowly
21 drafted and necessary to ensure that Defendants are obtaining peace of mind regarding the
22 resolution of claims that were alleged in or arising out of facts asserted in the operative First
23 Amended Complaint. All Class Members who are Aggrieved Employees including Non-
24 Participating Class Members are deemed to release, on behalf of themselves and their
25 respective former and present representatives, agents, attorneys, heirs, administrators,
26 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
27 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
28 Operative First Amended Complaint. The release for the PAGA penalties includes all PAGA

1 claims that could have been premised on the facts alleged in Plaintiff's LWDA letter and
2 Aggrieved Employees release their PAGA claims even if Class Members have requested
3 exclusion from the class.

4 67. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
5 include the terms set forth in any attached Exhibits, which are incorporated by reference as
6 though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of
7 the Settlement.

8 68. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or
9 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
10 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
11 person or entity, except potential class members and as shall be contractually required to
12 effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs
13 and Class Counsel agree not to issue press releases, communicate with, or respond to any
14 media or publication entities, publish information in manner or form, whether printed or
15 electronic, on any medium or otherwise communicate, whether by print, video, recording or
16 any other medium, with any person or entity concerning the Settlement, including the fact of
17 the Settlement, its terms or contents and the negotiations underlying the Settlement, except as
18 shall be contractually required to effectuate the terms of the Settlement.

19 69. No Unalleged Claims. Except for those claims brought forth under *Kent*
20 *Broersma vs. Platt College Los Angeles, LLC*, Los Angeles County Superior Court, Case No.
21 20STCV47502 to the extent they are not covered under the Released Claims, Plaintiffs and
22 Class Counsel represent that they are not currently aware of any: (a) unalleged claims in
23 addition to, or different from, those which are finally and forever settled and released against
24 the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which
25 any claims or causes of action could be brought against Defendants, except such facts and
26 theories specifically alleged in this Action. Plaintiffs and Plaintiffs' Counsel will further
27 represent that, other than the instant Action, they have no current intention of asserting any
28 other claims against Defendants in any judicial or administrative forum. Plaintiffs and

1 Plaintiffs' Counsel will further represent that they do not currently know of or represent any
2 persons who have expressed any interest in pursuing litigation or seeking any recovery against
3 Defendants. The Parties acknowledge, understand and agree that the representations described
4 in this paragraph are essential to the Settlement Agreement and that this Settlement Agreement
5 would not have been entered into were it not for this representation.

6 70. Entire Agreement. This Settlement Agreement and any attached Exhibits
7 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous
8 written or oral agreements may be deemed binding on the Parties.

9 71. Amendment or Modification. This Settlement Agreement may be amended or
10 modified only by a written instrument signed by counsel for all Parties or their successors-in-
11 interest and only by Court approval.

12 72. Binding on Successors and Assigns. This Settlement Agreement will be binding
13 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
14 defined.

15 73. California Law Governs. All terms of this Settlement Agreement and Exhibits
16 hereto will be governed by and interpreted according to the laws of the State of California.

17 74. Headings. The headings contained in this Settlement Agreement are for
18 convenience and reference purposes only and will not be given weight in its construction.

19 75. Execution and Counterparts. This Settlement Agreement is subject only to the
20 execution of all Parties. However, the Settlement may be executed in one or more counterparts.
21 All executed counterparts and each of them, including facsimile and scanned copies of the
22 signature page, will be deemed to be one and the same instrument provided that counsel for the
23 Parties will exchange among themselves original signed counterparts.

24 76. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
25 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action
26 and have arrived at this Settlement after arm's-length negotiations and in the context of
27 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
28 further acknowledge that they are each represented by competent counsel and that they have

1 had an opportunity to consult with their counsel regarding the fairness and reasonableness of
2 this Settlement. In addition, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the
4 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
5 reasonable.

6 77. Invalidity of Any Provision. Before declaring any provision of this Settlement
7 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
8 extent possible consistent with applicable precedents so as to define all provisions of this
9 Settlement Agreement valid and enforceable.

10 78. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
11 to class certification for purposes of this Settlement only; except, however, that Plaintiffs or
12 Class Counsel may appeal any reduction in Attorneys' Fees and Costs below the amount they
13 request from the Court, and either party may appeal any court order that materially alters the
14 Settlement Agreement's terms.

15 79. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
16 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
17 litigation. In entering into this Settlement, Defendants do not admit, and specifically deny, that
18 they violated any federal, state, or local law; violated any regulations or guidelines promulgated
19 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
20 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
21 engaged in any other unlawful conduct with respect to its employees. Neither this Settlement,
22 nor any of its terms or provisions, nor any of the negotiations connected with it, will be
23 construed as an admission or concession by Defendants of any such violations or failures to
24 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of
25 this Settlement, this Settlement and its terms and provisions will not be offered or received as
26 evidence in any action or proceeding to establish any liability or admission on the part of
27 Defendants or to establish the existence of any condition constituting a violation of, or a non-
28 compliance with, federal, state, local or other applicable law.

1 The Parties understand and acknowledge that this Settlement Agreement constitutes a
2 compromise and settlement of disputed claims. No action taken by the Parties whether
3 previously or in connection with the negotiations or proceedings connected with the Settlement
4 or this Agreement shall be deemed or construed to be an admission of the truth or falsity of any
5 allegations, claims, or defenses heretofore made, or an acknowledgment or admission by any
6 party of any fact, fault, liability, or wrongdoing of any kind whatsoever.

7 Neither the Settlement, nor any act performed or document executed pursuant to or in
8 furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission
9 of, or evidence of, the validity of any claim made by the Plaintiffs or Class Members, or of any
10 wrongdoing or liability of the Released Parties; or (b) is or may be deemed to be, or may be
11 used as, an admission of, or evidence of, any fault or omission of any of the Released Parties, in
12 the Action or in any proceeding in any court, administrative agency or other tribunal; or
13 construed as an admission by Plaintiffs regarding the validity of any allegation or claim
14 asserted in this Action or that Plaintiffs have waived any allegation or claim asserted in the
15 Action.

16 80. Waiver. No waiver of any condition or covenant contained in this Settlement or
17 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
18 constitute a further waiver by such party of the same or any other condition, covenant, right or
19 remedy.

20 81. Mutual Preparation. The Parties have had a full opportunity to negotiate the
21 terms and conditions of this Settlement. Accordingly, this Settlement will not be construed
22 more strictly against one party than another merely by virtue of the fact that it may have been
23 prepared by counsel for one of the Parties, it being recognized that, because of the arms-length
24 negotiations between the Parties, all Parties have contributed to the preparation of this
25 Settlement.

26 82. Representation By Counsel. The Parties acknowledge that they have been
27 represented by counsel throughout all negotiations that preceded the execution of this
28 Settlement, and that this Settlement has been executed with the consent and advice of counsel.

1 Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
2 Settlement Agreement.

3 83. All Terms Subject to Final Court Approval. All amounts and procedures
4 described in this Settlement Agreement herein will be subject to final Court approval.

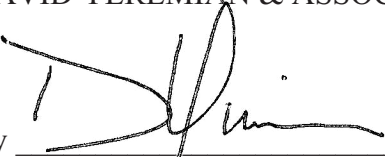
5 84. Cooperation and Execution of Necessary Documents. All Parties will cooperate
6 in good faith and execute all documents to the extent reasonably necessary to effectuate the
7 terms of this Settlement Agreement.

8 85. Binding Agreement. The Parties warrant that they understand and have full
9 authority to enter into this Settlement, and further intend that this Settlement will be fully
10 enforceable and binding on all parties, and agree that it will be admissible and subject to
11 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
12 provisions that otherwise might apply under federal or state law.

13 **SO AGREED AND STIPULATED.**

14
15 DATED: June 08, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

16
17 By 

18 David Yeremian
19 Natalie Haritoonian
Attorneys for Plaintiff KENT BROERSMA
and all others similarly situated

20
21
22 DATED: _____, 2023

POTTER HANDY, LLP

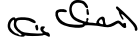
23
24 By _____
Jim Treglio

25 Attorneys for Plaintiff ALISHA WILLIAMS
26 and all others similarly situated
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DATED: 6/8 2023

HAMMOND LAW, P.C.

By 
Ari Cherniak
Attorneys for Plaintiff MACKENNA
CUMMINGS, EDWARD ROBINSON, and
all others similarly situated

DATED: _____ 2023

FISHER & PHILLIPS LLP

By _____
Jeffrey R. Thurrell
Andrew C. Crane
Kristina N. Buan
Attorneys for Defendant PLATT COLLEGE
LOS ANGELES, LLC

DATED: _____ 2023

By _____
Plaintiff Kent Broersma

DATED: _____ 2023

By _____
Plaintiff Alisha Williams

6/8/2023

DATED: _____ 2023

By 
Plaintiff Mackenna Cummings

6/8/2023

DATED: _____ 2023

By 
Plaintiff Edward Robinson

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DATED: _____ 2023

HAMMOND LAW, P.C.

By _____
Ari Cherniak
Attorneys for Plaintiff MACKENNA
CUMMINGS, EDWARD ROBINSON, and
all others similarly situated

DATED: June 9, 2023

FISHER & PHILLIPS LLP

By  _____
Jeffrey R. Thurrell
Andrew C. Crane
Kristina N. Buan
Attorneys for Defendant PLATT COLLEGE
LOS ANGELES, LLC

DATED: _____ 2023

By _____
Plaintiff Kent Broersma

DATED: _____ 2023

By _____
Plaintiff Alisha Williams

DATED: _____ 2023

By _____
Plaintiff Mackenna Cummings

DATED: _____ 2023

By _____
Plaintiff Edward Robinson

1 DATED: _____ 2023

HAMMOND LAW, P.C.

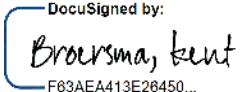
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3 By _____
4 Ari Cherniak
5 Attorneys for Plaintiff MACKENNA
6 CUMMINGS, EDWARD ROBINSON, and
all others similarly situated

7 DATED: _____ 2023

FISHER & PHILLIPS LLP

8
9 By _____
10 Jeffrey R. Thurrell
11 Andrew C. Crane
12 Kristina N. Buan
13 Attorneys for Defendant PLATT COLLEGE
LOS ANGELES, LLC

14 DATED: June 08, 2023

15 By  _____
16 Plaintiff Kent Broersma
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18 DATED: _____ 2023

19 By _____
20 Plaintiff Alisha Williams

21 DATED: _____ 2023

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23 Plaintiff Mackenna Cummings

24 DATED: _____ 2023

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By _____
Jeffrey R. Thurrell
Andrew C. Crane
Kristina N. Buan
Attorneys for Defendant PLATT COLLEGE
LOS ANGELES, LLC

DATED: _____ 2022

By _____
Plaintiff Kent Broersma

06/09/2023
DATED: _____ 2022

By Alisha Williams
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Plaintiff Alisha Williams

DATED: _____ 2022

By _____
Plaintiff Mackenna Cummings

DATED: _____ 2022

By _____
Plaintiff Edward Robinson

DATED: _____ 2023

Platt College Los Angeles, LLC

By _____
Name:
Title:

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By _____
Jeffrey R. Thurrell
Andrew C. Crane
Kristina N. Buan
Attorneys for Defendant PLATT COLLEGE
LOS ANGELES, LLC

DATED: _____ 2022

By _____
Plaintiff Kent Broersma

DATED: _____ 2022

By _____
Plaintiff Alisha Williams

DATED: _____ 2022

By _____
Plaintiff Mackenna Cummings

DATED: _____ 2022

By _____
Plaintiff Edward Robinson

DATED: 6/9/2023

Platt College Los Angeles, LLC
By _____
Name: MICHAEL C. BRADLEY
Title: CHIEF EXECUTIVE OFFICER

1 DATED: June 9, 2023

Oasis Outsourcing III, LLC

2 By Terry Sukalski

Name: Terry Sukalski

Title: VP, PEO and Insurance

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