

DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian (SBN 226337)
david@yeremianlaw.com
Natalie Haritounian (SBN 324318)
natalie@yeremianlaw.com
535 N. Brand Blvd., Suite 705
Glendale, California 91203
Telephone: (818) 230-8380
Facsimile: (818) 230-0308

UNITED EMPLOYEES LAW GROUP, P.C.
Walter Haines (SBN 71075)
whaines@uelg.com
5500 Bolsa Avenue, Suite 201
Huntington Beach, California 92649
Telephone: (310) 652-2242

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**

POTTER HANDY, LLP
James Michael Treglio (SBN 228077)
jimt@potterhandy.com
8033 Linda Vista Road, Suite 200
San Diego, California 92111
Telephone: (858) 375-7385
Facsimile: (888) 422-5191

Attorneys for Plaintiff ALISHA WILLIAMS,
on behalf of herself and others similarly situated

HAMMOND LAW, P.C.
Julian Ari Hammond (SBN 268489)
jhammond@hammondlawpc.com
Ari Nathan Cherniak (SBN 290071)
acherniak@hammondlawpc.com
11780 W. Sample Road, Suite 103
Coral Springs, Florida 33065
Telephone: (310) 601-6766
Facsimile: (310) 295-2385

Attorneys for Plaintiff MACKENNA CUMMINGS
and EDWARD ROBINSON on behalf of themselves
and others similarly situated

FISHER & PHILLIPS LLP
Jeffrey R. Thurrell (SBN 202765)
jthurrell@fisherphillips.com
Andrew C. Crane (SBN 285211)
arcane@fisherphillips.com
Kristina N. Buan (SBN 311661)
kbuan@fisherphillips.com
2050 Main Street, Suite 1000
Irvine, California 92614
Telephone: (949) 851-2424
Facsimile: (949) 851-0152

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

1
2
3
4 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
5 Agreement”) is made and entered into by and between Plaintiff KENT BROERSMA, ALISHA
6 WILLIAMS, MACKENNA CUMMINGS, and EDWARD ROBINSON (collectively “Plaintiffs”
7 or “Class Representatives”), on behalf of themselves and all others similarly situated, and
8 Defendants PLATT COLLEGE LOS ANGELES, LLC (“Platt”) and OASIS OUTSOURCING III,
9 LLC (collectively “Defendants”) (collectively with Plaintiffs, the “Parties”).

10 DEFINITIONS

11 The following definitions are applicable to this Settlement Agreement.

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

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

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

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

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

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

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

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

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

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

23 14. “Gross Settlement Amount” is the amount of Eight Hundred Eighty Five
24 Thousand Five Hundred Dollars Zero Cents (\$885,500.00), which is the maximum amount to
25 be paid by Defendant Platt pursuant to this Settlement Agreement. The Gross Settlement
26 Amount includes all Individual Settlement Payments to Class Members, the Class
27 Representative Enhancement Payment to Plaintiffs, Attorneys’ Fees and Costs to Class
28 Counsel, the Settlement Administration Costs to the Settlement Administrator, and the PAGA

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

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

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

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

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

21 19. "PAGA" means the California Labor Code Private Attorneys General Act of
22 2004, Cal. Lab. Code §§ 2698-2699.5.

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

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

27 22. "Parties" means Plaintiffs and Defendants collectively.

28 23. "Plaintiffs" mean Kent Broersma, Alisha Williams, Mackenna Cummings, and

1 Edward Robinson.

2 24. "Preliminary Approval" means the Court order granting preliminary approval of
3 the Settlement Agreement.

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

1 unemployment insurance, disability, social security, workers' compensation, claims while
2 classified as exempt, and claims outside of the Class Period.

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

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

15 28. "Response Deadline" means the deadline by which Class Members must
16 postmark to the Settlement Administrator Requests for Exclusion or Objections to the
17 Settlement. The Response Deadline will be forty-five (45) calendar days from the initial
18 mailing of the Notice of Class Action Settlement by the Settlement Administrator, unless the
19 45th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be
20 extended to the next day on which the U.S. Postal Service is open.

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

26 30. "Settlement Administration Costs" includes all costs payable to the Settlement
27 Administrator for administering this Settlement, including, but not limited to, printing,
28 distributing, and tracking notice and other documents for this Settlement, tax reporting,

1 distributing all payments to be made pursuant to this Settlement, and providing necessary
2 reports and declarations, as requested by the Parties. After conference and consultation with the
3 Settlement Administrator, no more than nine thousand dollars (\$9,000.00) will be allocated to
4 Settlement Administration.

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

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

12 **TERMS OF AGREEMENT**

13 Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as
14 follows:

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

21 34. Attorneys’ Fees and Costs. Class Counsel will seek an award of Attorneys’ Fees
22 and Costs of not more than Two Hundred Ninety Five Thousand One Hundred Sixty Six
23 Dollars and Sixty Seven Cents (\$295,166.67) in attorney’s fees and not more than Twenty Five
24 Thousand Dollars and Zero Cents (\$25,000.00) in costs, and Defendants agree not to oppose
25 such application. All Attorneys’ Fees and Costs will be paid from the Gross Settlement Amount.
26 Plaintiffs and Class Counsel will not have the right to revoke this Settlement in the event the
27 Court fails to approve the amount of Attorneys’ Fees and Costs sought by Class Counsel. Any
28 portion of the Attorneys’ Fees and Costs not awarded to Class Counsel will be added to the Net

1 Settlement Amount.

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

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

1 Settlement Administration Costs shall be paid from the Gross Settlement Amount upon
2 completion of all duties required to be performed by the Settlement Administrator under the
3 terms of this Settlement, or as otherwise required by the Court, subject to the “not to exceed”
4 quote from the Settlement Administrator. The Settlement Administrator will set up the
5 Qualified Settlement Fund.

6 37. PAGA Payment. One Hundred and Six Thousand, Two-Hundred and Sixty
7 Dollars and Zero Cents (\$106,260.00) shall be allocated from the Gross Settlement Amount for
8 settlement of claims for civil penalties under PAGA. The Settlement Administrator shall pay
9 seventy-five percent (75%) of such \$106,260.00 PAGA Payment, or \$79,695.00, to the LWDA.
10 Twenty-five (25%) of the \$106,260.00 PAGA Payment, or \$26,655.00, will be included in the
11 Net Settlement Amount and distributed to Settlement Class Members as described in this
12 Agreement. Each Settlement Class Member’s pro rata share of that \$26,655.00 will be part of
13 his or her Individual Settlement Payment.

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

18 34(a). The Settlement Administrator will calculate the total number of
19 Workweeks worked by each Class Member as a non-exempt employee in California during the
20 Class Period and the aggregate total number of Workweeks worked by all Class Members as
21 non-exempt employees in California during the Class Period.

22 34(b). To determine each Class Member’s estimated “Individual Settlement
23 Payment,” the Settlement Administrator will use the following formula: The Net Settlement
24 Amount will be divided by the aggregate total number of Workweeks, resulting in the
25 Workweek Value. Each Class Member’s “Individual Settlement Payment” will be calculated by
26 multiplying each individual Class Member’s total number of Workweeks by the Workweek
27 Value.

28 34(c). The entire Net Settlement Amount will be disbursed as Individual

1 Settlement Payments to Class Members. If there are any valid and timely Requests for
2 Exclusion from members of the Settlement Class, the Settlement Administrator shall
3 proportionately increase the Individual Settlement Payment for each Class Member according
4 to the number of Workweeks worked, so that the amount actually distributed to the Settlement
5 Class equals 100% of the Net Settlement Amount.

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

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

17 41. Delivery of the Class List. Within fourteen (14) calendar days of entry of the
18 Court's Order Granting Preliminary Approval, Defendants will provide the Class List to the
19 Settlement Administrator.

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

24 43. Confirmation of Contact Information in the Class List and Undeliverable
25 Notices. Prior to mailing, the Settlement Administrator will perform a search based on the
26 National Change of Address Database for information to update and correct for any known or
27 identifiable address changes. Any Notice Packets returned to the Settlement Administrator as
28 non-deliverable on or before the Response Deadline will be sent promptly via regular First-

1 Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will
2 indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided,
3 the Settlement Administrator will promptly attempt to determine the correct address using an
4 Accurant search/skip-trace and will then perform a single re-mailing.

5 44. Notices of Class Action Settlement. All Class Members will be mailed a Notice
6 of Class Action Settlement in the form attached as Exhibit A or as provided by Court order, an
7 Objection Form in the form attached as Exhibit B or as provided by Court order, a Request For
8 Exclusion Form in the form attached as Exhibit C or as provided by Court order, and a Dispute
9 Form in the form attached as Exhibit D or as provided by Court order.

10 45. Disputed Information on Notices of Class Action Settlement. Class Members
11 will have an opportunity to dispute the information provided in their Notices of Class Action
12 Settlement. Any Class Member wishing to dispute the information provided in their Class
13 Notice shall mail the Dispute Form to the Settlement Administrator by the Response Deadline.
14 To the extent Class Members dispute their employment dates or the number of Workweeks,
15 Class Members may produce evidence to the Settlement Administrator showing that such
16 information is inaccurate. The Settlement Administrator will advise the Parties of such dispute
17 and allow Defendant five (5) business days to respond with any additional information or
18 records. The Settlement Administrator may rely on Defendants' records without further
19 foundation to perform its calculus but must give fair weight to records provided by Class
20 Members. The Settlement Administrator will make a recommendation and the Class Member
21 may either accept it or reject it. Class Counsel shall file with the Court all disputes submitted by
22 Class Members, the evidence submitted, and the resolution of those disputes. The Court shall
23 have the right to review any decision made by the Settlement Administrator regarding a claim
24 dispute.

25 46. Requests for Exclusion. Any Class Member wishing to opt-out from the
26 Settlement Agreement must sign and return the Request for Exclusion Form, postmarked within
27 the Response Deadline to the Settlement Administrator. The postmark date will be the exclusive
28 means to determine whether a Request for Exclusion has been timely submitted. The Parties

1 and their counsel will not solicit or encourage any Class Member, directly or indirectly, to opt
2 out of the Settlement Agreement. More specifically, a Class Member may request to be
3 excluded from the effect of this Agreement, and any payment of amounts under this Agreement
4 by timely mailing a Request for Exclusion Form to the Settlement Administrator stating that the
5 Class Member wants to be excluded from this Action. The Class Member must include their
6 name, address, and signature on the Request for Exclusion Form. To be valid and timely, the
7 request to be excluded must be postmarked by the Response Deadline date that will be
8 specified in the Class Notice (no less than forty-five (45) calendar days from the initial mailing
9 of the Class Notice by the Settlement Administrator). A Class Member who properly submits a
10 valid and timely request to be excluded from the Action will not receive any payment of any
11 kind in connection with this Agreement or this Action, will not be bound by or receive any
12 benefit of this Agreement, and will have no standing to object to the Settlement. Class
13 Members who do not timely request exclusion will be bound by the releases herein and receive
14 an individual settlement payment (“Participating Class Members”), and their request for
15 exclusion will be defective. A request for exclusion must be mailed to the Settlement
16 Administrator at its address to be provided in the Class Notice, and the Settlement
17 Administrator will promptly transmit the requests for exclusion to counsel for the parties. Class
18 Counsel shall file with the Court all requests for exclusion submitted by Class Members.

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

28 48. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class

1 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
2 timely and valid Request for Exclusion will be bound by all of its terms, including those
3 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if
4 it grants final approval of the Settlement.

5 49. Objection Procedures. Any Class Members wishing to object to the Settlement
6 must sign and return the Objection Form, postmarked within the Response Deadline to the
7 Settlement Administrator or by appearing at the hearing for Final Approval. The postmark date
8 will be the exclusive means to determine whether an Objection has been timely submitted. The
9 Class Member must include their name, address, and signature on the Objection Form. The
10 Class Member must also list the reasons for objecting to the Settlement. The Settlement
11 Administrator will promptly provide any objections to the parties' counsel upon receiving
12 them. Class Counsel shall file with the Court all objections submitted by Class Members.
13 Settlement Class Members may also have a right to have their objections heard at the Final
14 Approval/Settlement Fairness Hearing. Class Counsel will not represent any Class Members
15 with respect to any such Objections to this Settlement, and any Class Members who request
16 exclusion from the Settlement will not have standing to object to it.

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

23 51. Distribution and Timing of Payments. Within twenty (20) calendar days of the
24 Effective Date, and after Defendant Platt has fully funded the Qualified Settlement Fund with
25 the Gross Settlement Amount, the Settlement Administrator will issue payments to: (i) all Class
26 Members who have not submitted a valid and timely Request for Exclusion, including any
27 Class Member whose notice was returned as undeliverable; (ii) Plaintiffs; (iii) Class Counsel;
28 and (iv) the LWDA. The Settlement Administrator will also issue a payment to itself for Court-

1 approved services performed in connection with the Settlement. The Settlement Administrator
2 will pay Individual Settlement Payments from the Net Settlement Amount to all Participating
3 Class Members. The Settlement Administrator will do so by sending a check in the appropriate
4 amount to the Class Member at the address indicated in the list of Class Member names and
5 addresses provided by Defendant, or as subsequently determined by the Settlement
6 Administrator to be correct.

7 52. Un-cashed Settlement Checks. Class Members will receive checks for their
8 Individual Settlement Payments. Checks will remain negotiable for 180 calendar days (“Check-
9 Cashing Deadline”). Any check not cashed within 180 calendar days will be void. The money
10 from the uncashed checks shall be distributed by the Settlement Administrator, in accordance
11 with California Code of Civil Procedure section 384. Any amounts from the settlement checks
12 that remain uncashed and otherwise unclaimed shall be tendered to the State of California
13 Controller Unclaimed Property Fund.

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

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

23 55. Administration of Taxes by the Settlement Administrator. The Settlement
24 Administrator will be responsible for issuing to Plaintiffs, Class Members, and Class Counsel
25 tax forms as may be required by law for all amounts paid pursuant to this Settlement. The
26 Settlement Administrator will also be responsible for withholding and forwarding all taxes and
27 penalties to the appropriate government authorities as may be required by law. The Settlement
28 Administrator will also be responsible for reporting to Defendants all amounts paid by the

1 Settlement Administrator to Class Members as wages.

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

9 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
10 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
11 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
12 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
13 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
14 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
15 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
16 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
17 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
18 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
19 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
20 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
21 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
22 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
23 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
24 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
25 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
26 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
27 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
28 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF

1 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
2 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
3 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
4 AGREEMENT.

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

9 59. Nullification of Settlement Agreement. In the event that: (i) the Court does not
10 finally approve the Settlement as provided herein; or (ii) the Settlement does not become final
11 for any other reason, then this Settlement Agreement, and any documents generated to bring it
12 into effect, will be null and void. Any order or judgment entered by the Court in furtherance of
13 this Settlement Agreement will likewise be treated as void from the beginning, it will be of no
14 force or effect whatsoever, it will not be referred to or used for any purpose whatsoever, and the
15 negotiation, terms and entry of it shall remain subject to the provisions of California Evidence
16 Code §§ 1119 and 1152.

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

27 60. Tolerance of Opt-Outs. Defendants retain the right, in the exercise of their sole
28 discretion, to nullify the settlement within thirty (30) days after expiration of the opt out period, if

1 Class Members representing more than ten percent (10%) of total Workweeks opt out of this
2 settlement.

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

11 62. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court
12 to request the Preliminary Approval of the Settlement Agreement, and the entry of a
13 Preliminary Approval Order for: (i) conditional certification of the Settlement Class for
14 settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii)
15 setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval
16 Order will provide for the Notice of Class Action Settlement to be sent to all Class Members as
17 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit
18 this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
19 proposed Notice of Class Action Settlement.

20 63. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of
21 the deadlines to postmark Requests for Exclusion or Objections to the Settlement Agreement,
22 and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be
23 conducted to determine the Final Approval of the Settlement Agreement along with the
24 amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Representative
25 Enhancement Payment; (iii) Attorneys' Fees and Costs; and (iv) all Settlement Administration
26 Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than thirty (30)
27 days after the Response Deadline. Class Counsel will be responsible for drafting all documents
28 necessary to obtain final approval. Class Counsel will also be responsible for drafting the

1 attorneys' fees and costs application to be heard at the final approval hearing.

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

9 65. General Release by Plaintiffs. In consideration for the consideration set forth in
10 this Agreement, Plaintiffs, for themselves, their heirs, successors and assigns, does waive,
11 release, acquit and forever discharge the Released Parties, from any and all claims, actions,
12 charges, complaints, grievances and causes of action, of whatever nature, whether known or
13 unknown, which exist or may exist on Plaintiffs' behalf as of the date of this Agreement,
14 including but not limited to any and all tort claims, contract claims, wage claims, wrongful
15 termination claims, disability claims, benefit claims, public policy claims, retaliation claims,
16 statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims,
17 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under
18 any federal, state or other governmental statute, law, regulation or ordinance, including any
19 claims arising under the California Fair Employment and Housing Act (FEHA), the California
20 Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage
21 and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act
22 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of
23 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the
24 Family Medical Leave Act, California's Whistleblower Protection Act, California Business &
25 Professions Code Section 17200 et seq., and any and all claims arising under any federal, state
26 or other governmental statute, law, regulation or ordinance. Plaintiffs hereby expressly waive
27 and relinquish any and all claims, rights, or benefits that they may have under California Civil
28 Code § 1542, which provides as follows:

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

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but they expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist against Released Parties at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendants. The Parties further acknowledge, understand and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment.

66. Release by All Settlement Class Members. Plaintiffs and all Class Members who do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully and finally release and discharge the Released Parties from any and all of the Released Claims for the entirety of the Class Period. This waiver and release will be final and binding on the Effective Date and will have every preclusive effect permitted by law. Plaintiffs and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the

1 Released Claims. The parties understand and specifically agree that the scope of the release
2 described in this Paragraph: is a material part of the consideration for this Agreement; was
3 critical in justifying the agreed upon economic value of this settlement and without it
4 Defendants would not have agreed to the consideration provided; and is narrowly drafted and
5 necessary to ensure that Defendants are obtaining peace of mind regarding the resolution of
6 claims that were or could have been alleged based on the facts, causes of action, and legal
7 theories contained in the Action.

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

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

23 69. No Unalleged Claims. Except for those claims brought forth under *Kent*
24 *Broersma vs. Platt College Los Angeles, LLC*, Los Angeles County Superior Court, Case No.
25 20STCV47502 to the extent they are not covered under the Released Claims, Plaintiffs and
26 Class Counsel represent that they are not currently aware of any: (a) unalleged claims in
27 addition to, or different from, those which are finally and forever settled and released against
28 the Released Parties by this Settlement; and (b) unalleged facts or legal theories upon which

1 any claims or causes of action could be brought against Defendants, except such facts and
2 theories specifically alleged in this Action. Plaintiffs and Plaintiffs' Counsel will further
3 represent that, other than the instant Action, they have no current intention of asserting any
4 other claims against Defendants in any judicial or administrative forum. Plaintiffs and
5 Plaintiffs' Counsel will further represent that they do not currently know of or represent any
6 persons who have expressed any interest in pursuing litigation or seeking any recovery against
7 Defendants. The Parties acknowledge, understand and agree that the representations described
8 in this paragraph are essential to the Settlement Agreement and that this Settlement Agreement
9 would not have been entered into were it not for this representation.

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

13 71. Amendment or Modification. This Settlement Agreement may be amended or
14 modified only by a written instrument signed by counsel for all Parties or their successors-in-
15 interest.

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

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

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

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

28 76. Acknowledgement that the Settlement is Fair and Reasonable. The Parties

1 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action
2 and have arrived at this Settlement after arm's-length negotiations and in the context of
3 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
4 further acknowledge that they are each represented by competent counsel and that they have
5 had an opportunity to consult with their counsel regarding the fairness and reasonableness of
6 this Settlement. In addition, the Mediator may execute a declaration supporting the Settlement
7 and the reasonableness of the Settlement and the Court may, in its discretion, contact the
8 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
9 reasonable.

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

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

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

1 this Settlement, this Settlement and its terms and provisions will not be offered or received as
2 evidence in any action or proceeding to establish any liability or admission on the part of
3 Defendants or to establish the existence of any condition constituting a violation of, or a non-
4 compliance with, federal, state, local or other applicable law.

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

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

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

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

1 Settlement.

2 82. Representation By Counsel. The Parties acknowledge that they have been
3 represented by counsel throughout all negotiations that preceded the execution of this
4 Settlement, and that this Settlement has been executed with the consent and advice of counsel.
5 Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
6 Settlement Agreement.

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

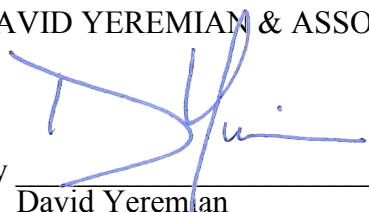
9 84. Cooperation and Execution of Necessary Documents. All Parties will cooperate
10 in good faith and execute all documents to the extent reasonably necessary to effectuate the
11 terms of this Settlement Agreement.

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

17 **SO AGREED AND STIPULATED.**

18
19 DATED: July 18, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

20
21 By 

22 David Yeremian
23 Natalie Haritoonian
24 Attorneys for Plaintiff KENT BROERSMA
and all others similarly situated

25 DATED: _____, 2022

POTTER HANDY, LLP

26
27 By _____

28 Jim Treglio
Attorneys for Plaintiff ALISHA WILLIAMS
and all others similarly situated

1 Settlement.

2 82. Representation By Counsel. The Parties acknowledge that they have been
3 represented by counsel throughout all negotiations that preceded the execution of this
4 Settlement, and that this Settlement has been executed with the consent and advice of counsel.
5 Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
6 Settlement Agreement.

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

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

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

17 **SO AGREED AND STIPULATED.**

18
19 DATED: July 18, 2022

DAVID YEREMIAN & ASSOCIATES, INC.

20
21 By 

22 David Yeremian
23 Natalie Haritoonian
24 Attorneys for Plaintiff KENT BROERSMA
and all others similarly situated

25 DATED: 8/18, 2022

POTTER HANDY, LLP

26
27 By 

28 Jim Treglio
Attorneys for Plaintiff ALISHA WILLIAMS
and all others similarly situated

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: _____ 2022

HAMMOND LAW, P.C.

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

DATED: August 8, 2022

FISHER & PHILLIPS LLP

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

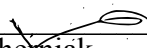
DATED: _____ 2022

By _____
Plaintiff Edward Robinson

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: July 19 2022

HAMMOND LAW, P.C.

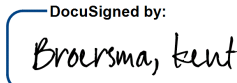
By 
Ari Cherniak
Attorneys for Plaintiff MACKENNA
CUMMINGS, EDWARD ROBINSON, and
all others similarly situated

DATED: _____ 2022

FISHER & PHILLIPS LLP

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

DATED: July 18 2022

By 
F63AE413E26450...
Plaintiff Kent Broersma

DATED: 8/16 2022

By 
Plaintiff Alisha Williams

7/18/2022

DATED: _____ 2022

By 
Plaintiff Mackenna Cummings

7/18/2022

DATED: _____ 2022

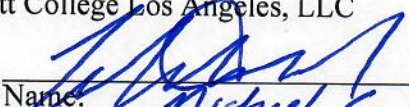
By 
Plaintiff Edward Robinson

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: 8/3/ 2022

Platt College Los Angeles, LLC

By


Name: Michael C. Bradley
Title: CHIEF ADMINISTRATIVE OFFICER
CHIEF FINANCIAL OFFICER

DATED: _____ 2022

Oasis Outsourcing III, LLC

By _____

Name:

Title:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: _____ 2022

Platt College Los Angeles, LLC

By _____
Name:
Title:

DATED: 7/21 2022

Oasis Outsourcing III, LLC

By T. Mayotte
Name: Terry Mayotte
Title: PEO Strategic Advisor

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
HEARING DATE FOR COURT APPROVAL**

Kent Broersma vs. Platt College Los Angeles, LLC et al, Case No. 20STCV47502

As a current or former non-exempt employee of Platt College Los Angeles, LLC and/or Oasis Outsourcing III, LLC who worked in California, you may be entitled to receive money from a class action settlement.

The Los Angeles County Superior Court has authorized this Class Notice. This is not a solicitation

Admin ID: <<Admin ID>>

Please provide current address (if different) here:

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip Code>>

from a lawyer.

IF YOU ARE A CURRENT OR FORMER NON-EXEMPT EMPLOYEE OF PLATT COLLEGE LOS ANGELES, LLC AND/OR OASIS OUTSOURCING III, LLC WHO WORKED IN CALIFORNIA AT ANY TIME FROM DECEMBER 10, 2016 TO APRIL 30, 2022, YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.

- A proposed settlement of \$885,500.00 (the “Gross Settlement Amount”) will be used to pay claims to: current and former non-exempt employees of Platt College Los Angeles, LLC and/or Oasis Outsourcing III, LLC, who worked in California from December 10, 2019 to April 30, 2022 (such periods of time, the “Class Period” and such employees, the “Class Members”).
- The settlement resolves a lawsuit entitled *Kent Broersma vs. Platt College Los Angeles, LLC, et al*, Case No. 20STCV47502 (the “Lawsuit”) over whether Platt College Los Angeles, LLC and Oasis Outsourcing III, LLC, properly paid employees for all hours worked, provided employees meal and rest periods, provided accurate wage statements, timely paid all wages including final wages, maintained accurate records, and reimbursed for necessary business expenses. This settlement avoids the costs and risks from continuing the Lawsuit, pays money to persons like you, and releases Platt College Los Angeles, LLC and Oasis Outsourcing III, LLC.
- Platt College Los Angeles, LLC and Oasis Outsourcing III, LLC deny any and all liability arising from any of the claims and further deny that the Lawsuit is appropriate for class treatment for any purpose other than this settlement. Platt College Los Angeles, LLC and Oasis Outsourcing III, LLC contend that at all relevant times it properly compensated all employees and fully complied with all applicable laws. The Court has made no findings regarding the merits of the claims alleged in the Lawsuit.
- Class Members will receive a payment based on the number of workweeks worked, rounded up to the nearest full workweek, during the Class Period.
- **PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

You worked a total number of <<Work Weeks>> during the Class Period.

Based on your workweeks it is expected that your gross settlement payment before payroll taxes is approximately <<EstISP>>

Each settlement payment will be allocated as follows for tax purposes: ten percent as wages, to be reported on an IRS W-2, and which will be reduced for the Class Member's share of taxes and withholdings; and ninety percent as interest, penalties, and liquidated damages, which portion shall be reported on an IRS Form 1099, and which will not be subject to reduction for taxes and withholdings.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	If you do not do anything, you will receive a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit. If the Court grants final approval of the Settlement, the Administrator will mail your check to the address on file for you. You will have 180 days to cash the check. If you do not cash the check, the money will revert to the State of California Controller Unclaimed Property Fund, but you will still be deemed to have released your claims.
OPT OUT	If you opt out, you will not receive any payment and will retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit. You may opt out by following the procedures set forth below.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, _____, Inc., about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court. You may object by following the procedures set forth below.
OBJECT TO THE WORKWEEK CALCULATION	If you believe that you worked a different amount of workweeks than identified above, you may object to that calculation by following the procedures set forth below.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. Regardless of whether you timely file and serve a written objection, you may ask to speak about your objection at the hearing. You can also send a letter to the Settlement Administrator, _____, Inc., providing notice of your intention to appear and speak at the hearing.

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

You were sent this Class Notice because you have a right to know about the proposed settlement in the Lawsuit and about all of your options before the Court rules on whether to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Lawsuit, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the Los Angeles County Superior Court. The person who sued is called "Plaintiff" and the organizations they sued are called "Defendant."

2. What is the Lawsuit about?

The Representative Plaintiff, Kent Broersma, sued Platt College Los Angeles, LLC, and Oasis Outsourcing III, LLC, regarding allegations that they violated of the California Labor Code, the California Business and Professions Code, including causes of action for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 203; (7) Violation of Labor Code § 204; (8) Failure to Keep Required Payroll Records Under Labor Code § 1174 and 1174.5; (9) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; (10) Violation of Business & Professions Code § 17200, *et seq.*; and (11) Civil Penalties under Private Attorneys General Act Under Labor Code § 2699.

3. Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Representative Plaintiff won at trial. There has been no trial in this case and the Court has not decided in favor of the Representative Plaintiff or Platt College Los Angeles, LLC and Oasis Outsourcing III, LLC. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Representative Plaintiff and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

4. What should I do?

You can do nothing, and if you are entitled to a payment you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

5. How much will my payment be?

After all fees, costs, and offsets are taken as set forth under Section IV of the parties' Joint Stipulation of Class Settlement (which is available for review), the remainder will be used to pay Class Members a pro-rata payment based on the number of workweeks each Class Member worked during the Class Period.

Under the proposed Settlement, Platt College Los Angeles, LLC will pay \$885,500.00 to fully and finally resolve all claims in the Action (the "Gross Settlement Amount"). The amount to be distributed to Class Members who do not exclude themselves from the settlement (the "Net Settlement Amount") will be the Gross Settlement Amount, minus the following amounts: (a) Settlement Administration Costs, which shall not exceed \$25,000.00; (b) enhancement payment to: Plaintiff Broersma not to exceed \$5,000.00, Plaintiff Williams not to exceed \$5,000.00, Plaintiff Cummings not to exceed \$2,500.00, and Plaintiff Robinson not to exceed \$2,500.00 for their work and efforts in prosecuting this case; (c) Class Counsel's attorney's fees not to exceed one-third of the Gross Settlement Amount, or \$100,000.00; (d) reimbursement of Class Counsel's actual litigation costs and expenses in an amount not to exceed \$295,166.67; and (e) payment of \$37,500.00 to the Labor and Workforce Development Agency for its share of the penalties under the PAGA ("LWDA Payment"). The attorneys' fees, litigation costs and expenses, enhancement payment, Settlement Administration Costs, and LWDA Payment are all subject to Court approval. The Net Settlement Amount will be used to pay Class Members a pro-rata payment based on the number of workweeks each Class Member worked during the Class Period.

If you do not dispute your workweek calculation, and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, you do not need to take any action to receive a settlement payment.**

6. When would I get my payment?

The Court will hold a hearing on **[ENTER DATE AND TIME]** to decide whether to approve the proposed settlement. If the Court approves the settlement and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at **1-XXX-XXX-XXXX**, or contact Class Counsel (see below for Class Counsel's contact information.). *Please be patient.*

7. What am I releasing?

Upon the Court's final approval of the settlement, and except as to such rights or claims as may be created by the settlement, Plaintiffs and Class Members who have not effectively opted-out of the settlement as described below, fully release Platt College Los Angeles, LLC, and its past, present and/or future, direct and/or indirect, officers, directors, shareholder, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, insurers, and their respective successors; and predecessors in interest, assigns, subsidiaries, affiliates, and parents if any, without limitation; and Oasis Outsourcing III, LLC, and its past, present and/or future, direct and/or indirect officers, directors, members, shareholder, employees, agents principals, heirs, representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, and each of their respective successors; and predecessors in interest, assigns, subsidiaries, affiliates, and parents, if any, without limitation ("Released Parties") of all causes of action and factual or legal theories that were alleged in the operative complaints or that could have been alleged against Defendants based on the facts contained in the operative complaints, including violations of California Labor Code sections 201, 202, 203, 204, 223, 226, 226.3, 226.7, 246, 432.5, 510, 512, 558, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699 et seq., and 2802 California Code of Regulations, Title 8, section 11000 et seq., and California Business & Professions Code §§ 17200 to 17208, and the applicable IWC Wage Orders from the following claims for relief: (a) failure to pay minimum, regular, or hourly wages, (b) failure to pay overtime wages or accurate overtime wages, (c) failure to provide meal breaks and failure to pay premium pay for missed meal breaks, (d) failure to provide rest breaks and failure to pay premium pay for missed rest breaks, (e) failure to provide complete, accurate or properly formatted wage statements, (f) failure to timely pay wages during employment or upon separation, (g) failure to maintain accurate records; (h) failure to reimburse for necessary business expenses; (i) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (j) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (k) any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action; and (l) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief. The time period covered by this release is from December 10, 2019 to April 30, 2022.

8. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. You will have 60 days from the date of mailing of this Class Notice to opt out of this settlement. To do so, you must fill out the Request for Exclusion Form with your name, address, and signature. You must sign and return the Request for Exclusion Form and it must be mailed to the Settlement Administrator, _____, Inc., _____ and be postmarked no later than **[ENTER DATE]**, or it will not be considered and you will be bound by the settlement.

9. Do I have a lawyer in this case?

The Court has appointed David Yeremian of DAVID YEREMIAN & ASSOCIATES, INC., 535 N. Brand Blvd., Suite 705, Glendale, California 91203, telephone 818-230-8380, Walter Haines of UNITED EMPLOYEES LAW GROUP, P.C., 5500 Bolsa Avenue, Suite 201, Huntington Beach, California 92649, telephone 310-652-2242, James Treglio of POTTER HANDY, LLP, 8033 Linda Vista Road, Suite 200, San Diego, California 92111, and Julian Hammond of HAMMOND LAW, P.C., 11780 W. Sample Road, Suite 103, Coral Springs, Florida 33065 to represent you and other Class Members in the Lawsuit. These lawyers are called Class Counsel. They will be compensated from the Total Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

10. How will the lawyers be paid?

Class Counsel will ask the Court to award them fees up to one-third of the Gross Settlement Amount. Class Counsel will also ask the Court to award them costs incurred in connection with the Lawsuit. The Court may choose to award less than the amount requested by Class Counsel.

11. How do I tell the Court that I do not like the settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies the settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You will have 60 calendar days from the date of mailing of this Class Notice to object to this settlement in writing. To do so, you must fill out the Objection Form with your name, address, and signature. You must also state your reasons for objecting to the settlement. You must sign and return the Objection Form and it must be mailed out to the Settlement Administrator, _____, _____, and be filed or postmarked on or before **[ENTER DATE]**. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

12. How do I dispute my workweek calculation?

To the extent you would like to dispute your employment dates or the number of workweeks with which you have been credited, you must mail the Dispute Form to the Settlement Administrator, _____, Inc., _____, and postmarked on or before **[ENTER DATE]**. You may produce evidence to the Settlement Administrator showing that such information is inaccurate. Platt College Los Angeles, LLC and/or Oasis Outsourcing III, LLC may respond with any additional information or records. The Settlement Administrator may rely on Platt College Los Angeles, LLC's and/or Oasis Outsourcing III, LLC's records without further foundation to perform its calculus but must give fair weight to records provided by you. The Settlement Administrator will make a recommendation and you may either accept it or reject it.

13. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing on **[ENTER DATE AND TIME]** at the Los Angeles County Superior Court, Department 1, 312 North Spring Street, Los Angeles, California 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

14. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

15. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear" in the settlement. Be sure to include your name, address, and telephone number. Your Notice of Intention to Appear must be postmarked no later than **[ENTER DATE]**, and be sent to the Settlement Administrator, _____, Inc., at the address listed above.

16. What happens if I do nothing at all?

You will participate in the settlement and receive payment. You will be bound by the release as set forth herein.

GETTING MORE INFORMATION

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call **1-XXX-XXX-XXXX** or write the Settlement Administrator, _____, Inc., located at _____.

You can also access the Los Angeles Superior Court Case Information Portal at <http://www.lacourt.org/casesummary/Ui/index.aspx>, or by visiting the Clerk's Office at the Los Angeles County Superior Court, located 312 North Spring Street, Los Angeles, California 90012, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

The Settlement Administrator has also setup a website which has links to this Class Notice and other documents related to the proposed settlement, including the Joint Stipulation of Class Settlement. The website is: **[ENTER WEBSITE URL]**.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT B

OBJECTION FORM

KENT BROERSMA vs. PLATT COLLEGE LOS ANGELES, LLC, ET AL.
Los Angeles County Superior Court, Case No. 20STCV47502

**TO OBJECT TO THE SETTLEMENT, YOU MUST FILL OUT, SIGN, AND RETURN
THIS FORM, POSTMARKED ON OR BEFORE INSERT DATE, 2022, TO ,
INC. AT .**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):
[ADDRESS LINE 1] _____
[ADDRESS LINE 2] _____
[TELEPHONE NUMBER] _____

**THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE PROPOSED
SETTLEMENT.**

I object to the settlement for the following reasons:

(Attach additional pages if necessary.)

Sign your name here

Date

Print your name here

Date

EXHIBIT C

REQUEST FOR EXCLUSION FORM

KENT BROERSMA vs. PLATT COLLEGE LOS ANGELES, LLC, ET AL.
Los Angeles County Superior Court, Case No. 20STCV47502

**TO EXCLUDE YOURSELF FROM THE SETTLEMENT, YOU MUST FILL OUT,
SIGN, AND RETURN THIS FORM, POSTMARKED ON OR BEFORE INSERT DATE,
2022, TO , INC. AT .**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] Former Names (if any):

[ADDRESS LINE 1] _____

[ADDRESS LINE 2] _____

[TELEPHONE NUMBER] _____

**THIS FORM IS TO BE USED ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE
PROPOSED SETTLEMENT. IF YOU WANT TO RECEIVE A SETTLEMENT PAYMENT, DO
NOT SUBMIT THIS FORM.**

**[] By checking the box to the left, and signing and completing the below, I agree to the following:
I do not want to participate in the settlement in *Kent Broersma vs. Platt College Los Angeles, et al.*,
Los Angeles County Superior Court, Case No. 20STCV47502. I understand by not participating
and excluding myself from the settlement, that I will not receive any money from the settlement.**

Sign your name here

Date

Print your name here

Date

EXHIBIT D

DISPUTE FORM

KENT BROERSMA vs. PLATT COLLEGE LOS ANGELES, LLC, ET AL.
Los Angeles County Superior Court, Case No. 20STCV47502

TO DISPUTE THE NUMBER OF PAY PERIODS YOU WORKED IN THE CLASS PERIOD, YOU MUST FILL OUT, SIGN, AND RETURN THIS FORM, POSTMARKED ON OR BEFORE **INSERT DATE, 2022, TO _____, INC. AT **[INSERT ADDRESS]**.**

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

[NAME] _____ Former Names (if any): _____
[ADDRESS LINE 1] _____
[ADDRESS LINE 2] _____
[TELEPHONE NUMBER] _____

Your estimated settlement amount (shown below) is based on your pay periods worked during the Class Period. Your estimated settlement amount is a proportion of the total number of pay periods worked by all Class Members.

Class Period:	Covered Period Start Date – Covered Period End Date
Pay Periods	«Pay Periods»
Estimated Settlement Amount:	«Estimated Amount»

DO NOT fill out the portion below or return this form UNLESS you believe any of the information above is NOT accurate or your address is incorrect. If you would like to dispute the above information, please sign and date the below, and mail it to the Settlement Administrator along with supporting evidence or information on or before **Response Date**.

OPTION TO DISPUTE

- ☐ I wish to dispute the number of pay periods in the Class Period. I believe that I worked _____ pay periods for Platt College Los Angeles, LLC and/or Oasis Outsourcing III, LLC. during the Class Period. I have enclosed documentation substantiating my dispute. I understand that by submitting this dispute, the Settlement Administrator will review the Defendants' records and make a determination based on those records and the records I submit.

Sign your name here

Date

Print your name here

Date