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IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

NATHAN SURRETT, individually and on behalf of all other similarly situated individuals, and on behalf of herself only, JENNIFER ADAMS f/k/a JENNIFER SCHUSTER,

Plaintiffs,

v.

WESTERN CULINARY INSTITUTE, LTD; LE CORDON BLEU NORTH AMERICA, INC.; and CAREER EDUCATION CORPORATION,

Defendants.

Case No. 0803-03530

PRELIMINARY APPROVAL AND NOTICE ORDER

The parties to this pending Class Action litigation (the “Action”) have filed with the Court a Joint Motion for Preliminary Approval of the Class Action Settlement, seeking an Order preliminarily approving the proposed Settlement (the “Settlement”) and notice, in accordance with the Settlement Agreement (the “Agreement”) entered into by the parties on February 2, 2018.

Based on the consent of the parties, and after review and consideration of the Agreement and the exhibits attached thereto, and the related submissions,

1 IT IS HEREBY ORDERED that:

2 1. The Court, for purposes of this Preliminary Approval and Scheduling Order,
3 adopts all defined terms set forth in the Agreement, and incorporates them herein by reference as
4 if fully set forth herein and having the full force and effect of an Order of this Court.

5 2. The Court preliminarily approves the Settlement as embodied by the Agreement,
6 subject to further consideration at the Final Approval Hearing described below. The Court finds
7 that the requirements of ORCP 32 are satisfied with respect to the “Settlement Subclass” (as
8 defined in Paragraph 4 of this Order and the Agreement) and finds that the Agreement provides
9 substantial relief to the Class without the risk, cost or delay associated with continued litigation.

10 3. The Court previously certified the following class in this Action:

11 All current and former students who enrolled at Western Culinary
12 Institute—now known as Le Cordon Bleu College of Culinary Arts
13 in Portland—on or after March 5, 2006 (up to and including March
14 1, 2010), who attended Western Culinary Institute/Le Cordon Bleu
15 College of Culinary Arts in Portland on or after March 5, 2006 (up
16 to and including March 1, 2010), and who made tuition payments
17 or incurred financial obligations, excluding where applicable all
18 officers and directors of defendants, attorneys for the class, any
19 judge or juror who sits on the case, and any student who did not
20 continue his or her studies due to academic ineligibility.

21 4. The Agreement seeks to resolve the claims of the Settlement Subclass, which
22 consists of those class members who are not part of the Arbitration Group and therefore are not
23 required to arbitrate their claims under the Oregon Court of Appeals ruling in this case, *Gozzi v.*
24 *Western Culinary Institute, Ltd.*, 276 Or App 1, 366 P3d 743, *modified and adh’d to on recons.*,
25 227 Or App 384, 371 P3d 1222 (2016).

26 5. The Court approves, as to form and content, the Notice of Class Action
Settlement and Final Approval Hearing (the “Notice of Settlement”), a copy of which is attached
hereto as Exhibit 1, the Instructions for the Claim Form and Release (the “Instructions”), a copy
of which is attached hereto as Exhibit 2, the Claim Form and Release (the “Claim Form”), a copy

1 of which is attached hereto as Exhibit 3, and the reminder of the Claims Bar Date (the
2 “Reminder”), a copy of which is attached hereto as Exhibit 4.

3 6. The Court approves, as to form and content, the notice to the Arbitration Group, a
4 copy of which is attached here to as Exhibit 5.

5 7. The Court finds that the mailing of the Notice of Settlement, Claim Form, and
6 Instructions in the manner required by Section 6 of the Agreement shall be made pursuant to
7 ORCP 32 D.

8 8. The Court finds that the notice procedures set out in Section 6 of the Agreement
9 comply with ORCP 32 D and fully satisfy the requirements of due process and the Oregon Rules
10 of Civil Procedure.

11 9. Class Representative, Adams, and Settlement Subclass Members are hereby
12 enjoined from prosecuting any claim in the Action and from filing actions or proceedings against
13 Defendants or their Related Parties concerning the Released Claims.

14 10. The Agreement shall not be offered or admitted into evidence and the Settlement
15 shall not be or referred to in any way (orally or in writing) in any action, arbitration, or other
16 proceeding, except as allowed by Rule 408 of the Oregon Evidence Code, and specifically
17 excepting the Lawsuit and/or a proceeding involving an effort to enforce the settlement,
18 including, but not limited to, an effort to enforce the release of the Released Claims, as well as
19 reference to the Settlement or Agreement in any SEC disclosure.

20 11. The Agreement shall have no precedential, collateral estoppel, or *res judicata*
21 effect upon Defendants (or their respective Related Parties) in any matter or proceeding other
22 than (a) this Action and/or (b) a proceeding involving an effort to enforce the Agreement,
23 including, but not limited to, an effort to enforce the release of the Released Claims.

24 12. The Court hereby authorizes the Claims Administrator, subject to the terms of the
25 Agreement, to supervise, administer and carry out notice to the Settlement Subclass as set out in
26

1 Section 6 of the Agreement. The deadline for mailing the Notice of Settlement, Instructions, and
2 Claim Form to Settlement Class Members shall be thirty (30) days after entry of this Order.

3 13. Settlement Subclass Members who wish to make a claim for compensation shall
4 sign and submit a Claim Form. Class Representative and Adams shall also complete and submit
5 a Claim Form if they wish to make a claim for compensation. Settlement Subclass Members
6 who fail to timely submit a signed Claim Form will remain Settlement Subclass Members, and
7 will remain bound by the Agreement subject to the Court's final approval of the Settlement. To
8 be timely, a Claim Form must be received by the Claims Administrator no later than 12:00
9 Midnight Pacific Time on the Claims Bar Date, which shall be ninety (90) days after the date that
10 the Notice of Settlement is sent to Settlement Class Members. Any member of the Settlement
11 Subclass who does not submit a signed Claim Form within the required time period shall not
12 receive monetary compensation. Final claims processing and distribution of monetary
13 compensation shall not occur until the Payment Date.

14 14. Settlement Subclass Members who wish to opt out of the settlement shall submit
15 an Exclusion Letter or opt out on the Class Administrator's case website by the Opt-Out
16 Deadline, which shall be sixty (60) days after the date that the Notice of Settlement is sent to the
17 Settlement Subclass Members.

18 15. Any member of the Settlement Subclass (other than the Class Representative)
19 who has not submitted a timely Exclusion Letter or opted out on the Class Administrator's case
20 website, may object to the Agreement by complying with the following procedures:

21 a. No later than the Objection Deadline, which is sixty (60) days after the date that
22 the Notice of Settlement is sent to Settlement Class Members, the objecting Settlement
23 Subclass Member must prepare, file with the Court, and provide Class Counsel and
24 Defendants' Counsel with a written objection containing the following:
25
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- 1 i. A heading referring to the Case Number 0803-03530, pending before the
2 Multnomah County Circuit Court in the state of Oregon and entitled
3 “*Nathan Surrett, et al. v. Western Culinary Institute, et al.*”;
- 4 ii. A detailed written statement of the specific factual and legal basis for each
5 objection, including why the objector has chosen to object rather than
6 exclude himself or herself from the settlement;
- 7 iii. If the Settlement Subclass Member wants to appear at the Final Approval
8 Hearing, a statement that the Settlement Subclass Member intends to
9 appear, and the grounds or specific reasons for the Settlement Subclass
10 Member’s desire to appear and be heard;
- 11 iv. A list of and copies of all documents that the Settlement Subclass Member
12 may seek to use at the Final Approval Hearing, and a list of the names of
13 any witnesses that the Settlement Subclass Member wants to present at the
14 Final Approval Hearing; and
- 15 v. If the Settlement Subclass Member is represented by counsel, counsel’s
16 name, address, and telephone number. Any counsel representing an
17 objecting Settlement Subclass Member must file a notice of appearance
18 and Points and Authorities in support of the objection, which brief shall
19 contain any and all legal authority upon which the objector will rely and
20 confirm whether the attorney intends to appear at the Final Approval
21 Hearing. Copies of these documents must be filed with the Clerk of the
22 Court and delivered to Class Counsel and Defendants’ Counsel no later
23 than the Objection Deadline.
- 24 b. No Settlement Subclass Member shall be entitled to contest in any way the
25 approval of the terms and provisions of the Agreement or the Limited Judgment and
26

1 Order of Final Approval to be entered except by filing and serving written objections in
2 accordance with the provisions of this Paragraph 15.

3 16. Only Settlement Subclass Members who have not previously and timely excluded
4 themselves from the class shall be entitled to object to the approval of the Agreement or to the
5 Limited Judgment and Order of Final Approval to be entered under the Agreement.

6 17. The Court hereby creates and approves the Qualified Settlement Fund pursuant to
7 Section 13 of the Settlement Agreement and Treasury Regulation §1.468B-1, 26 C.F.R §1.468B-
8 1. (the "Settlement Fund"). Class Counsel are appointed as escrow agents for the Settlement
9 Fund, pursuant to the terms of the Agreement.

10 18. The Court will conduct the Final Approval Hearing on June 8, 2018 at 3:00 pm, to
11 rule on any timely objection filed by a Settlement Subclass Member, final approval of the
12 Agreement, a determination of attorney's fees and costs due to Class Counsel, and issuance of
13 the Limited Judgment.

14 19. In accordance with the procedures set out in ORCP 68, and not less than sixty
15 (60) days before the Final Approval Hearing, Class Counsel shall file a statement of attorney's
16 fees and costs pursuant to ORCP 32 M. Also, in accordance with ORCP 68, Defendants will file
17 objections to the attorney's fees and costs no later than 30 days prior to the Final Approval
18 Hearing, and Class Counsel will file a response to objections no later than 15 days prior to the
19 Final Approval Hearing. The Court shall determine the amount of attorneys' fees and costs due
20 to Class Counsel at the Final Approval Hearing.

21 20. Class Counsel and Defendants' Counsel are hereby authorized to use all
22 reasonable procedures in connection with the approval and administration of the Agreement that
23 are not materially inconsistent with this Order or the Agreement without further approval of the
24 Court.

25 21. If the Settlement, including any valid amendment made with the consent of all
26 parties to the Agreement or as otherwise specifically provided in the Agreement, is not approved

1 by the Court or shall not become effective for any reason whatsoever, the Agreement and any
2 actions taken or to be taken in connection therewith (including this Order and any judgment
3 entered herein) shall be terminated and shall become void and of no further force and effect
4 except for the obligations of Defendants to pay for any expense incurred in connection with the
5 Notice of the Settlement, the Instructions, and the Claim form and administration provided for by
6 this Order, and neither the Agreement, nor any provision contained in the Agreement, nor any
7 action undertaken pursuant thereto, nor the negotiation thereof by any party shall be deemed an
8 admission or offered or received as evidence at any proceeding in this or any other action or
9 proceeding.

10 22. All proceedings in this Action, other than proceedings that may be necessary to
11 carry out the terms and provisions of the Agreement, and to notify arbitration subclass members,
12 are hereby stayed and suspended until further order of this Court.

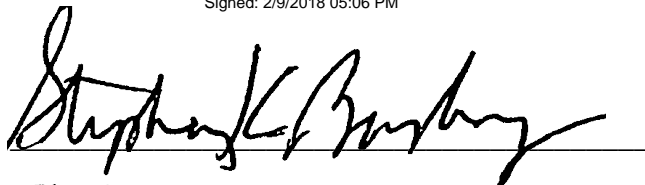
13 23. Neither the Agreement nor any term or provision contained in the Agreement, nor
14 any negotiations, statements or proceedings in connection therewith shall be construed as, or be
15 deemed to be evidence of, an admission or concession of the Class Representative, Adams, any
16 Settlement Subclass Member, Defendants, or any Related Party of any liability or wrongdoing by
17 them, or any of them, and shall not be offered or received into evidence in any action or
18 proceeding or be used in any way as an admission, concession, or evidence of any liability or
19 wrongdoing of any nature, and shall not be construed as, or deemed to be evidence of, an

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1 admission or concession that Class Representative, Adams, any Settlement Subclass Member, or
2 any other person has or has not suffered any damage.

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Signed: 2/9/2018 05:06 PM



Circuit Court Judge Stephen K. Bushong

Presented By:

Stephen F. English, OSB No. 730843
PERKINS COIE LLP
Attorney for Defendants
Western Culinary Institute, Ltd. and
Career Education Corporation

1 **CERTIFICATE OF READINESS**

2 **Pursuant to UTCR 5.100**

3 The submission is ready for judicial signature because:

4 1. Each opposing party affected by this order or judgment has stipulated to the order
5 or judgment, as shown by each opposing party's signature on the document being submitted.

6 2. Each opposing party affected by this order or judgment has approved the order or
7 judgment, as shown by signature on the document being submitted or by written confirmation or
8 approval sent to me.

9 3. I have served a copy of this order or judgment on all parties entitled to service and:

10 a. No objection has been served on me.

11 b. I received objections that I could not resolve with the opposing party
12 despite reasonable efforts to do so. I have filed a copy of the objections I
13 received and indicated which objections remain unresolved.

14 c. After conferring about objections _(opposing party)__ agreed to
15 independently file any remaining objection.

16 4. The relief sought is against an opposing party who has been found in default.

17 5. An order of default is being requested with this proposed judgment.

18 6. Service is not required pursuant to subsection (3) of this rule, or by statute, rule or
19 otherwise.

20 7. This is a proposed judgment that includes an award of punitive damages and notice
21 has been served on the Director of the Crime Victims' Assistance Section as required by
22 subsection (4) of this rule.

23 DATED: February 8, 2018

PERKINS COIE LLP

24 By: *s/ Stephen English*

25 Stephen English, OSB No. 730843
26 Attorney for Defendants

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies under penalty of perjury under the laws of the State of
3 Oregon that, on February 8, 2018, they caused to be served on the person(s) listed below a true
4 copy of the **PRELIMINARY APPROVAL AND NOTICE ORDER** in the manner shown:

5 David F. Sugerman
6 David F. Sugerman Attorney PC
7 707 SW Washington Street, Suite 600
Portland, OR 97205

Tim Alan Quenelle
Tim Quenelle PC
4800 SW Meadows Rd. #300
Lake Oswego, OR 97035

Attorneys for Plaintiff Adams

8 Amy Johnson
9 Amy Johnson Attorney-at-Law
10 5836 SE Madison St.
Portland, OR 97215
*Attorneys for Plaintiff Surrect and the
Class*

Martin Loring
Husch Blackwell
4801 Main Street, Suite 1000
Kansas City MO 64112

*Attorneys for Defendants
Western Culinary Institute, Ltd. and
Career Education Corporation*

13 By eFiling

14 By Email

15 Dated February 8, 2018.

16 **PERKINS COIE LLP**

17 By s/ Stephen F. English

18 Stephen F. English, OSB No. 730843
19 SEnglish@perkinscoie.com
1120 N.W. Couch Street, Tenth Floor
Portland, OR 97209-4128
20 Telephone: (503) 727-2000
21 Facsimile: (503) 727-2222

22 *Attorneys for Defendants*
23 *Western Culinary Institute, Ltd., Le*
24 *Cordon Bleu North America, LLC, and*
25 *Career Education Corporation*

Surrett v. Western Culinary Institute Administrator
P.O. Box 5270
Portland, OR 97208-5270

<<MailID>>
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<<Address1>>
<<Address2>>
<<Address3>>
<<Address4>>
<<Address5>>
<<City, ST ZIP>>
<<Country>>

<<Date>>

IMPORTANT NOTICE

**You may be entitled to a payment from a class action settlement.
But you need to take action, and you have limited time to act.**

IN THE CIRCUIT COURT FOR THE STATE OF OREGON

IN AND FOR THE COUNTY OF MULTNOMAH

<p>NATHAN SURRETT, Plaintiff, vs. WESTERN CULINARY INSTITUTE, LTD, and CAREER EDUCATION CORPORATION, Defendants.</p>	<p>Case No. 0803-03530 NOTICE OF CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING</p>
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This Notice of Class Action Settlement and Final Approval Hearing (the "Notice") has been sent to you because your legal rights may be affected by a settlement of the claims brought in this class action lawsuit in Multnomah County Circuit Court. The case is brought on behalf of certain former students of Western Culinary Institute, which was renamed Le Cordon Bleu College of Culinary Arts in Portland. The school will be referred to in this Notice as "Le Cordon Bleu Portland." Please read this Notice carefully.

The purpose of this Notice is to advise you about a proposed settlement of this lawsuit (the “Settlement”) and how you are affected by the Settlement. The Notice will explain the steps you must take if you want to receive compensation from the settlement, exclude yourself from the settlement, or object to the settlement. It provides important deadlines for doing so. This notice also discusses how this settlement affects any loans you have for attending Western Culinary Institute.

The Settlement is described in this Notice; the full text of the Settlement Agreement can be accessed at www.XXXXXXXXXXXXXX.com.

1. Why did I receive this notice?

Records of Le Cordon Bleu Portland show that you are a member of the class of former students who are affected by the proposed Settlement of this Class Action Lawsuit. The Court has preliminarily approved the Settlement.

2. What is this lawsuit about?

Nathan Surrett was appointed to serve as a Class Representative. The defendants are Western Culinary Institute, Ltd., Le Cordon Bleu North America, LLC, and Career Education Corporation. They will be referred to in this Notice as “Defendants.”

Mr. Surrett claims that Defendants misrepresented or failed to disclose certain information pertaining to the nature and value of the education offered to students. Mr. Surrett claims that Defendants committed fraud and violated Oregon’s Unlawful Trade Practices Act (the “UTPA”) in ways that caused financial damage to him and members of the class.

Defendants deny liability to Mr. Surrett or to the class, but have agreed to settle the case.

3. Who is in the class?

The class consists of all former students who enrolled at and attended Le Cordon Bleu Portland on or after March 5, 2006, up to and including March 1, 2010. The Settlement impacts only those class members who did not sign an agreement expressly waiving their right to bring a class action (the “Settlement Subclass”). If you received this Notice in the mail, records of Le Cordon Bleu Portland show you did not sign a waiver and are a member of the Settlement Subclass.

4. What is the proposed Settlement?

As part of the Settlement, Defendants agreed to pay to each member of the Settlement Subclass who fills out and returns a claims form by the deadline, 44% of

the total amount each Settlement Subclass member paid to Le Cordon Bleu Portland. That total amount includes the amount you paid for tuition, books, and fees, less any amounts you received in grants or scholarships from Defendants and any amounts owed directly to Defendants. Defendants also agree that they will not seek to collect on amounts owed by members of the Settlement Subclass directly to Defendants.

Defendants will not pay a claim unless you submit a claims form by the deadline. **If you do not file a claim so that it is received by Month Day, 2018, you will not receive any money.**

5. What other benefits are there to the settlement? How does this affect loans I have for attending Western Culinary Institute?

Defendants agree that you are not giving up any defenses that you might have against third-party lenders or collectors who are seeking to collect on loans associated with your attendance at school. Any claim or defense involving your loan balance or collection of loans is not part of this lawsuit. You should obtain independent counsel to advise you on these issues.

Defendants also agree that you have the right to use any information the class counsel obtained in this class action lawsuit in the lawsuit to use in any claims against third-party lenders or collectors. That information, called discovery by attorneys, can be obtained from class counsel.

6. What must I do if I want to make a claim ?

If you received this Notice in the mail, you also received a pre-filled Claim Form. To make a claim under this proposed settlement, you must sign, complete and mail the Claim Form and Release to the Claims Administrator at:

Surrett Claims
PO Box XXXX
Portland, OR 97XXX-XXXX

You may also email your claim to _____, or fill out a Claim Form online at www.XXXXXXXXXXXXXX.com.

To be eligible for compensation, the Claim Form and Release must be completed, signed, and **received** by the Claims Administrator no later than **12:00 midnight on Month Day, 2018**.

If the Claims Administrator does not receive your Claim Form by this date, you will not be entitled to receive compensation under the settlement. Mailed Claims that are postmarked but not received by the deadline will not be accepted.

If you timely file a Claim Form, and the Court approves the settlement at the Final Approval Hearing, you will be entitled to a settlement payment. Settlement Subclass members who do not submit a timely, signed Claim Form and Release are not entitled to compensation under the Settlement, but they remain a member of the Class and will be subject to and bound by the provisions of the Settlement, including the Judgment and the releases of liability it contains. This means that even if you do not file a Claim form (and do not request exclusion from the Settlement as described below), the judgment of the case will apply to you, and you will not be able to file a claim against Defendants for the claims made in this lawsuit.

7. How do I exclude myself from this settlement?

If you do not want to participate in this proposed settlement and you want to keep the right to sue the Defendants about the legal issues in this case, then you must take steps to get out of the Settlement. This is sometimes called “opting out” of the Settlement Class.

If you wish to exclude yourself from the Settlement for any reason, you must send a written notice to the Claims Administrator including your name and address and stating that you wish to be excluded from the settlement in *Nathan Surrett, et al. v. Western Culinary Institute, et al.* By excluding yourself, you will give up any right to receive compensation from this settlement. You must send in your exclusion request so that it is received by Month Day, 2018. Exclusion requests postmarked on or before that deadline, but received after that deadline will not be accepted.

Your exclusion should be sent to the claims administrator at the following address:

Surrett Exclusion Requests
PO Box XXXX
Portland, OR 97XXX-XXXX

8. How do I object to this settlement?

If you are a Settlement Class Member (and do not request exclusion from the Settlement Class), you can object to any part of the Settlement. To object, you must submit a letter or other written document that includes the following:

- a) A heading referring to the Case Number 0803-03530, pending before the Multnomah County Circuit Court in the state of Oregon and entitled “*Nathan Surrett, et al. v. Western Culinary Institute, et al.*”;
- b) A detailed written statement of the specific factual and legal basis for each objection, including why you have chosen to object rather than exclude yourself from the settlement;

- c) If you want to appear at the Final Approval Hearing, a statement that you intend to appear, and the grounds or specific reasons for your desire to appear and be heard (you do not have to attend the Final Approval Hearing to object to the Settlement);
- d) A list of and copies of all documents that you may seek to use at the Final Approval Hearing, and a list of the names of any witnesses that you want to present at the Final Approval Hearing; and
- e) If you are represented by counsel, counsel's name, address, and telephone number. Any counsel representing you must file a notice of appearance and Points and Authorities in support of the objection, which brief shall contain any and all legal authority upon which you will rely and confirm whether the attorney intends to appear at the Final Approval Hearing.

Your objection and all supporting documents must be filed with the Clerk of the Court and delivered to Class Counsel and Defendants' Counsel at the addresses below so they are **received** no later than the Objection Deadline of **Month Day, 2018**.

CLERK OF THE COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
Clerk of the Court		

9. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

10. What happens if I do nothing?

If you do nothing **you will not receive any settlement payment**, and you will be **barred from bringing any similar claims against Defendants**.

11. What are the attorney's fees and expenses and the class representatives' compensation?

Class counsel's fees, costs, and expenses are being paid by defendants and do not affect the amount of class members' recovery. Class Counsel will apply to the Court for an award of attorney's fees, reimbursement for their out-of-pocket expenses and costs, and representatives' compensation in an amount not to exceed \$8,000,000. Defendants have agreed to not oppose an application requesting fees and costs of \$3,750,000. Class counsel will also apply to the court for payments of no more than \$5,000 each to Mr. Surrett and plaintiff Jennifer Adams for their service to the class.

12. What rights are being released by the settlement?

If the Court approves the proposed Settlement, all Class members who have not excluded themselves from the Class will release Defendants from any and all claims that were or could have been asserted in this lawsuit. All Settlement Subclass members who have not excluded themselves from the Class will forever be permanently barred from bringing any released claim against Defendants in the future.

13. What is the Final Approval Hearing and when is it?

PLEASE TAKE NOTICE that a Final Approval Hearing will be held on **Month Day, 2018**, at the Multnomah County Circuit Court, 1021 SW Fourth Avenue, Portland, Oregon, 97204 to consider the final approval of this proposed Settlement. **You are not required to appear at the hearing**, but you may attend this hearing if you want to. At the Final Approval Hearing, the Court will consider:

- a. Whether the proposed Settlement is fair, reasonable, adequate, in good faith, and in the best interests of the members of the Settlement Subclass;
- b. Whether a Judgment and Order of Final Approval should be entered approving the Settlement and dismissing the pending claims against Defendants with prejudice on the merits, and releasing the settled claims against Defendants;
- c. Whether the Court should approve the application for payment of attorney's fees and reimbursement of out-of-pocket expenses to be filed by Class Counsel and the amount to award in response to the application; and
- d. Whether the Court should approve the payments to Mr. Surrett and Ms. Adams, as set forth above.

If, after conducting the Final Approval Hearing, the Court grants final approval of the Settlement as set forth in the Settlement Agreement (including any modification or

amendment thereto to which Defendants and Class Counsel agree), it shall enter an Order of Final Approval and Limited Judgment. Defendants' obligations to make payments under the Settlement Agreement do not become effective until the Court grants final approval and the "Payment Date," as defined in the Settlement Agreement, occurs.

14. Additional information

If you want additional information, please refer to the website at www.LeCordonBleuPortlandLawsuit.com or call toll-free at 1-XXX-XXX-XXXX. You may also contact Lead Class Counsel by emailing him at XXXXXXXXXXXXXXXXXXXX.com or calling him at 503.228.6474.

Do not contact the Court directly. You may, however, refer to the pleadings in the public file with the Court, which can be inspected at the file room of the Clerk's Office, Multnomah County Circuit Court, 1021 SW Fourth Avenue, Portland, OR 97204.

Please DO NOT call or write the Clerk of the Court or the Defendants or Defendants' Counsel. The Defendants are not authorized to provide any information relating to Settlement or any claims you may have in this matter.

15. Notice of Provision of Personal Information to Class Counsel and Class Administrator

The Court has ordered Defendants to provide certain personal information about you to Class Counsel and the Claims Administrator, including your Social Security Number. Class Counsel and the Claims Administrator have agreed to keep this information confidential. **Pursuant to the Family Educational Rights and Privacy Act ("FERPA"), if you do not want Defendants to provide your Social Security Number to Class Counsel and the Claims Administrator, please contact the Claims Administrator via email at XXXXXXXXXXXXXXXXXXXX.com or by mail at Surret Claims, PO Box XXXX, Portland, OR 97XXX-XXXX, no later than Month Day, 2018.**

Instructions for Claim Form and Release

You have received a Notice of Class Action Settlement in the case *Nathan Surrett, et al. v. Western Culinary Institute, et al.*, Multnomah County Circuit Court Case No. 0803-03530. The Notice of Settlement that accompanies this Claim Form answers a number of questions. Please refer to it if you have questions. The Court will hold a hearing on final approval of the settlement on_____.

To apply for payment under the class action Settlement, you must fill out the attached form. You may submit it by mail or email. Or you may submit your claim online at _____.

PLEASE READ AND FOLLOW THESE INSTRUCTIONS CAREFULLY

1. To be eligible to receive a payment, you must complete this Claim Form and email it, submit it online, or mail it so that it is ***received*** no later than **12:00 midnight** on _____. If you are close to that that deadline, do not mail your form because it may be late. Instead, complete the Claim Form on-line, email it, or fax it. **If your claim is not received by 12:00 midnight on _____ you will receive no payment even if you are otherwise eligible to receive one.**

2. **Claims must be submitted**

By mail to:

[street address]

Or by email to

[add email address]

Or online at

[add web address]

3. The claim form has been pre-filled with your name and information about the amount of your expected settlement payment. The amount you should receive is 44% of your paid amount. The paid amount is calculated as the amount you paid to Western Culinary Institute/Le Cordon Bleu College of Culinary Arts in Portland ("the school") for tuition, books, and fees less any grants and scholarships from the school or from its parent corporation, Career Education Corporation, and any monies owed directly to the school or Career Education Corporation. For example, if you paid \$30,000 in fees and

received \$10,000 in grants, you would receive 44% of \$20,000 (\$30,000 - \$10,000) or \$8,800.

4. If you believe that the pre-filled amounts are incorrect, you must object in writing to the Claims Administrator, which also must be ***received*** no later than **12:00 midnight** on _____. **You must file a claim form even if you believe the pre-filled amounts are incorrect.** After you submit the written objection, you will have 30 days to provide documentation supporting your claims regarding the total amount you believe you paid. If the parties are unable to agree on the total, the Court will decide.
5. You must provide all additional information requested on the Claim Form, print *legibly* or type your answers. You must sign your claim form under penalty of perjury.
6. All information in this Claim Form, as well as any information generated by the Claims Administrator, will be kept confidential.

If you have questions, you may call _____ (the Claims Administrator) or _____ (Class Counsel)

<<MailID>>
<<Name1>>
<<Name2>>
<<Address1>>
<<Address2>>
<<Address3>>
<<Address4>>
<<Address5>>
<<City, ST ZIP>>
<<Country>>

Claim Form and Release

Nathan Surrett, et al. v. Western Culinary Institute, et al.

Multnomah County Circuit Court Case No. 0803-03530

Full Name: _____

Name (if different) while attending WCI: _____

Social Security Number: _____ Date of Birth: _____

Update mailing address:

Street: _____

Apt./Unit: _____

City: _____ State: _____ Zip Code: _____

Cell phone: _____ Home phone: _____

Work phone: _____

Current Email: _____

Program(s): _____

Total Tuition Paid: _____ Books: _____ Fees: _____

Total Grants/Scholarships from Western Culinary/Career Education: _____

Total owed directly to Western Culinary/Career Education: _____

(This amount does not include federal loans or loans to other private lenders.)

Total Amount Spent: _____
(Total amount spent is calculated as tuition plus books plus fees less grants/scholarship from Defendants less amounts owed directly to Defendants.)

Settlement Payment: _____
(Settlement payment is calculated as 44% of the total amount spent.)

Under penalty of perjury, I hereby attest that the above information provided by me is true and accurate to the best of my knowledge and belief. I fully release and discharge Defendants Western Culinary Institute, Ltd., Le Cordon Bleu North America, LLC, and Career Education Corporation from all claims or causes of actions of any nature whatsoever that have been asserted in this class action and are being settled in this lawsuit.

Signature

Date

You must sign and date the Claim Form. Mail completed claim form and release to _____ no later than _____. If you have questions, you may call the Claims Administrator at 1-844-551-1720 For more information, see <http://www.lecordonbleuportlandlawsuit.com/>.

**WESTERN CULINARY INSTITUTE/LE CORDON BLEU
PORTLAND/CAREER EDUCATION CORPORATION CLASS
ACTION SETTLEMENT**

THE DEADLINE IS NEAR. HAVE YOU ACTED?

As of the mailing of this notice, we have not received your claim for the Class Action Settlement in the following lawsuit: *Nathan Surrect, et al. v. Western Culinary Institute, et al.*, Multnomah County Circuit Court No. 0803-03530.

If you want a payment from the Settlement Fund we must **receive** your Claim Form by **12:00 midnight on Month Day, 2018**.

IF WE DO NOT RECEIVE YOUR CLAIM BY 12:00 MIDNIGHT ON Month Day, 2018 THEN: (1) Your rights to bring claims against Western Culinary Institute and Career Education Corporation will be lost; and (2) you will not be eligible to receive any compensation as a result of the Settlement.

If you do not have your pre-filled Claim Form—which includes the amount you will receive in the Settlement—or are confused by this notice, go to www.XXXXXXXXXX.com to get your claim form or call 1-XXX-XXX-XXXX. You can also submit your claim online. Claim forms can also be emailed to _____ or mailed to:

Surrect Claims
PO Box XXX-XXXX
Portland, OR 97XXX

If you are reading this on or close to Month Day, 2018, you should submit your claim online or email it to ensure it is received by the deadline.

If you have questions, call 1-XXX-XXX-XXXX

**WESTERN CULINARY INSTITUTE/LE CORDON BLEU-
PORTLAND/CAREER EDUCATION CORPORATION ARBITRATIONS**

THE DEADLINE IS NEAR. HAVE YOU ACTED?

Several years ago you were notified that you were a class member in a class action lawsuit against Western Culinary Instituted, Le Cordon Bleu North America, and Career Education Corporation (“Defendants”). In January 2018, you were sent a notice that if you intend to pursue any claims against the Defendants, you must pursue through arbitration and not the class action lawsuit. This is an important reminder: **if you want to pursue any claims against Defendants, you must do so individually in arbitration. The deadline for filing an arbitration was six months from when you received the notice.** If you have already filed an arbitration, you can ignore this notice.

It has now been almost six months since you received the Arbitration Notice. **If you do not file an arbitration by the six-month deadline, the Court will dismiss your claim finally and you could lose any right you may have to bring a claim for money against the Defendants.**

The Court recommends that you seek legal advice about the nature and timing of making your claim in arbitration, and you should feel free to consult with one of your choosing.

David Sugerman, who is lead counsel for the class action against the School and Career Education Corporation, and other lawyers working with him, may be able to represent you. You can find out more information by contacting them at <https://LCBPortland.claims>.

You can also contact the Oregon State Bar lawyer referral service to find an attorney to represent you at <https://www.OSBar.org/public/ris/>, or you can hire any attorney on your own.

A copy of the full Arbitration Notice is included with this reminder.