

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

SERGIO ROJAS, individually and on behalf	)	
of a class of similarly situated individuals,	)	
	)	
<i>Plaintiff,</i>	)	No. 10-cv-05260
	)	
v.	)	
	)	Judge: Virginia M. Kendall
CAREER EDUCATION CORPORATION, a	)	
Delaware Corporation.	)	
	)	
<i>Defendant.</i>	)	

**CLASS ACTION SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Sergio Rojas and Sheila Fahey (“Plaintiffs”); (ii) Potential Plaintiffs Lashaye Kimbrough, Joseph Ramirez and Kathleen McLaughlin; (iii) the Settlement Class (as defined herein) (the Settlement Class, Rojas, Fahey, Kimbrough, Ramirez and McLaughlin are collectively herein referred to as the “Plaintiffs” unless otherwise noted); and (iii) Defendant Career Education Corporation (“Defendant” or “Career Education”). The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Settlement Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle the Released Claims (as the term is defined below), upon and subject to the terms and conditions of this Settlement Agreement, and subject to the final approval of the Court.

**RECITALS**

A. Plaintiffs allege, and discovery has shown, that on or about August 27, 2008, text messages were sent on Defendant’s behalf to approximately 99,997 cellular telephones across the country from SMS short code 21021. The text messages (the “Text Messages”) stated:

- IMAGINE HAVING A JOB U LUV! CREATIVES DO SO CAN U.

REPLY WITH “Y” TO LEARN MORE ABOUT THE ACADEMY.  
BY CEC. STD / OTHER CHARGES MAY APPLY. STOP 2 END

- IMAGINE A JOB WHERE U CAN USE UR IMAGINATION AND GET PAID 4 IT! REPLY Y TO HEAR HOW U CAN BEGIN 2 EARN UR DEGREE TODAY! BY CEC. STD OTH CHGS APPLY. STOP 2 END

Plaintiff Fahey and Plaintiff Rojas have averred that they received one of the above text messages.

B. On August 4, 2010, Sheila Fahey brought a putative class action (the “Related Action”) against the Defendant, claiming that the sending of the Text Messages was in violation of the Telephone Consumer Protection Act, 47 U.S.C. § 227 (the “TCPA”). The putative class action was filed in the Circuit Court of Cook County, Illinois, where it was assigned case number 10 CH 33686. On September 3, 2010, Defendant removed the Related Action to the United States District Court for the Northern District of Illinois pursuant to 28 U.S.C § 1331, where it was assigned to the Honorable James B. Zagel and designated as Case No. 10-cv-05635.

C. After briefing and an evidentiary hearing on whether the Related Action had been mooted by an individual offer of settlement made prior to the filing of a motion for class certification, Career Education filed a Motion to Dismiss pursuant to Federal Rule 12(b)(1) on November 22, 2010. After briefing on the motion, the Court entered an order staying the Related Action pending the result of the appeal in *Damasco v. Clearwire Corp.*, No. 10-cv-3063 (N.D. Ill. 2010), appeal docketed 10-3934 (7th Cir. 2010). On November 18, 2011, the Seventh Circuit issued its opinion in *Damasco*, but the Court has yet to issue a ruling on the Motion to Dismiss in the Related Action.

D. On August 20, 2010, Plaintiff Sergio Rojas brought a putative class (the “Action”) against the Defendant, claiming that the sending of the Text Messages was in violation of the

TCPA. (Dkt. 1.) This putative class action was brought in United States District Court for the Northern District of Illinois where it was assigned to the Honorable Virginia M. Kendall and designated as Case No. 10-cv-05260. Plaintiff Rojas moved for class certification pursuant to Federal Rule of Civil Procedure 23 contemporaneously with the filing of the complaint. (Dkt. 2.)

E. On October 15, 2010, Career Education filed its answer and affirmative defenses to the Action. (Dkt. 16.)

F. On November 17, 2010, Plaintiff Fahey moved to consolidate the Related Action into the Action. (Dkt. 21.) After full briefing, the Court denied consolidation. (Dkt. 30.)

G. After meeting and conferring on the discovery process and the production of electronically stored information, the Parties each propounded and answered several sets of class- and merits-based discovery.

H. In September 2011, the parties began a mediation process with the Honorable Wayne R. Andersen (ret.). After a full day mediation session on October 18, 2011 and a second full day session on January 20, 2012, the parties reached the terms which became part of this Settlement Agreement.

I. At all times, Career Education has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened, or attempted to commit any wrongful act or violation of law or duty alleged in the Action or Related Action and contends that it has acted properly in all regards in connection with the preparation and dissemination of the Text Messages. Defendant also denies: (1) each and all of the claims and contentions alleged by Plaintiffs in the Action and Related Action; (2) all charges of wrongdoing or liability against it or its agents arising out of any conduct, statements, acts or omissions alleged in the Action or Related Action; and (3) that Plaintiffs or the Settlement Class are entitled

to any form of damages based on the conduct alleged in the Action or Related Action. In addition, Defendant maintains that it has meritorious defenses to the claims alleged in the Action and Related Action and was prepared to vigorously defend all aspects of the Action and Related Action. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded that it is desirable and beneficial that the Action and Related Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Career Education, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

J. Plaintiffs believe that the claims asserted in the Action and Related Action have merit. Nonetheless, Plaintiffs and Class Counsel recognize and acknowledge the expense and length of continued prosecution of the Action and Related Action against Defendant through class certification, trial, and any subsequent appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulties and delays inherent in such litigation. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled and resolved with prejudice, and barred pursuant to the terms set forth herein. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action and Related Action pursuant to the terms and provisions of this Agreement.

K. The Parties agree that the Action and Related Action were resolved in good faith, following arms' length bargaining presided over by a retired federal judge acting as a neutral mediator, and that the settlement reflected herein confers substantial benefits upon the Parties, and each of them.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff Rojas, Plaintiff Fahey, the Settlement Class, and each of them, and Defendant, by and through their respective undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Settlement Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

## AGREEMENT

### 1. **DEFINITIONS.**

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 **“Approved Claim”** means a Claim Form submitted by a Settlement Class Member that (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed and executed, and meets all requirements of the Claim Form (attached hereto as Exhibit A) with all of the information requested in the Claim Form by a Settlement Class Member; and (c) is verified by the Settlement Class Member, physically or electronically, subject to penalties of perjury.

1.2     **“Claim Form”** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a Settlement Benefit, shall be available for submission in paper and electronic format.

1.3     **“Claims”** means any and all claims arising out of or relating to the Text Messages sent to any Settlement Class Member and all claims that were brought or could have been brought in the Action or Related Action relating to the Text Messages.

1.4     **“Class Counsel”** means Myles McGuire, Jay Edelson, and Ryan D. Andrews of Edelson McGuire, LLC.

1.5     **“Class Representatives”** means the named plaintiff in the Action, Sergio Rojas and the named plaintiff in the Related Action, Sheila Fahey.

1.6     **“Claims Deadline”** means the date by which all Claims Forms must be postmarked or received to be considered timely and shall be set as a date no later than forty-five (45) days after the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order and in the Final Judgment as well as in the Notice and on the Claim Form.

1.7     **“Court”** means the United States District Court for the Northern District of Illinois, Judge Virginia M. Kendall, or any judge who shall succeed her as the Judge in this Action, presiding.

1.8     **“Defendant”** means Career Education Corporation, a Delaware Corporation.

1.9     **“Defendant’s Counsel”** means Patrick M. Collins, Christopher B. Wilson, and Debra R. Bernard of Perkins Coie LLP.

1.10 “**Effective Date**” means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.11 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel.

1.12 “**Final**” means one business day following the later of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.13 “**Final Approval Hearing**” means the hearing before the Court where the Parties will seek Final Judgment to be entered by the Court approving the Settlement Agreement, where the Court will determine the Fee Award, and where the Court will consider the incentive awards to the Class Representatives.

1.14 “**Final Judgment**” means the Final Judgment and Order to be entered by the Court approving the Settlement Agreement and making the Fee Award after the Final Approval Hearing.

1.15 “**Mediator**” means Honorable Wayne R. Andersen (Ret.).

1.16 **“Nationwide”** means the fifty states in the United States of America and its territories.

1.17 **“Notice”** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, provides direct notice to those members of the Settlement Class who can be located with reasonable effort consistent with the requirements of Due Process, and that is substantially in the form of Exhibits B, C, and D hereto.

1.18 **“Notice Date”** means the date by which the Notice Plan set forth in Paragraph 4.2 is complete, which shall be a date no later than forty-five (45) days after entry of the Preliminary Approval Order.

1.19 **“Notice Plan”** means the proposed plan of disseminating notice to members of the Settlement Class of the proposed Settlement Agreement and of the Final Approval Hearing developed by the Settlement Administrator and approved by the Court.

1.20 **“Objection/Exclusion Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be postmarked, which shall be designated as a date no later than forty-five (45) days after the Notice Date.

1.21 **“Parties”** or **“Settling Parties”** means Plaintiff Sergio Rojas, Plaintiff Sheila Fahey, the Settlement Class, and Defendant Career Education Corp.

1.22 **“Person”** shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or



agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.

1.23 **“Plaintiff Fahey”** means the named plaintiff in the Related Action, Sheila Fahey.

1.24 **“Plaintiff Rojas”** means the named plaintiff in the Action, Sergio Rojas.

1.25 **“Plaintiffs”** means Plaintiff Fahey, Plaintiff Rojas, Potential Plaintiffs Lashaye Kimbrough, Joseph Ramirez, Kathleen McLaughlin, and the Settlement Class Members, collectively.

1.26 **“Potential Plaintiffs”** means Lashaye Kimbrough, Joseph Ramirez, and Kathleen McLaughlin, who are clients of Class Counsel that agreed to accept Defendant’s offer of individual relief made in the Related Action.

1.27 **“Preliminary Approval”** means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of the Settlement Agreement, and approval of the form of the Notice and of the Notice Plan.

1.28 **“Preliminary Approval Order”** means the proposed order preliminarily approving the Agreement and directing notice thereof to the Settlement Class, to be submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

1.29 **“Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extracontractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the TCPA or other federal, state, local, statutory or common law or any other

law, rule or regulation, including the law of any jurisdiction outside the United States, against the Released Parties, or any of them, arising out of the facts, transactions, events, matters, occurrences, acts, disclosures, statements, misrepresentations, omissions or failures to act regarding the alleged sending of the Text Messages to the Settlement Class or that were or could have been alleged or asserted in the Action or Related Action relating to such Text Messages, belonging to any and all Plaintiffs and their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these Persons and entities.

1.30 **“Released Parties”** means Defendant Career Education Corporation and any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and Persons, firms, trusts, corporations, officers, directors, other individuals or entities in which the Defendant has a controlling interest or which is affiliated with it, or any other representatives of any of these Persons and entities.

1.31 **“Releasing Parties”** means Plaintiffs, those Settlement Class Members who do not opt out of the Settlement Class (whether or not such members submit claims); to the extent the Settlement Class Member is not an individual, all of its present, former, and future direct and

indirect parent companies, affiliates, subsidiaries, divisions, agents, franchisees, successors, predecessors-in-interest, and all of the aforementioned's present, former, and future officers, directors, employees, shareholders, attorneys, agents, independent contractors; and, to the extent the Settlement Class Member is an individual, any present, former, and future spouses, as well as the present, former, and future heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns of each of them.

1.32 **“Remaining Funds”** means the amount of the Settlement Fund remaining after the payments of Approved Claims to the Settlement Class Members, Settlement Administration Expenses, incentive award to Class Representatives, fees of the Special Master, and the Fee Award. Pursuant to 735 ILCS 5/2-807, the Parties agree that any sums remaining in the Settlement Fund after payment of the items referred to in the first sentence of this Paragraph, together with any interest earned thereon, shall revert to Defendant. Defendant shall be liable for any tax consequences resulting from any such accrued interest.

1.33 **“Settlement Agreement” or “Agreement”** means the resolution of the Action and Related Action contemplated by this Settlement Agreement.

1.34 **“Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator in or relating to providing Notice, processing Claim Forms, mailing checks for Approved Claims, fees of the Special Master, as well as any costs incurred in sending the CAFA notices described in Paragraph 4.2(h) below, with all such expenses to be paid from the Settlement Fund to be set forth in the agreement entered into by the Settlement Administrator and Defendant.

1.35 “**Settlement Administrator**” means the Garden City Group, Inc., selected by the Parties and approved by the Court to oversee the distribution of Notice as well as the processing and payment of claims to the Settlement Class as set forth in this Settlement Agreement.

1.36 “**Settlement Benefit**” means the benefits a Settlement Class Member may receive pursuant to this Settlement Agreement.

1.37 “**Settlement Class**” means all Persons Nationwide who on August 27, 2008 were sent the Text Messages for Career Education Corporation.

1.38 “**Settlement Class Member**” or “**Class Member**” means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.39 “**Settlement Fund**” means a cash settlement fund that shall be established by the Defendant in the amount of nineteen million nine hundred ninety-nine thousand four hundred dollars (\$19,999,400) to be used to pay claims and expenses as set forth below. This Settlement Fund will be initially funded by Defendant within fourteen (14) days after the entry of the Preliminary Approval Order in an amount of six million dollars (\$6,000,000), and thereafter to be replenished by Defendant in increments of at least one million dollars (\$1,000,000) within seven (7) days of any time the Settlement Fund shall fall to a balance of or below one million dollars (\$1,000,000). From this Settlement Fund, Defendant shall pay all Approved Claims, Settlement Administration Expenses, fees of the Special Master, incentive awards to the Class Representatives, and the Fee Award. The Fee Award shall be placed into the Settlement Fund after the Fee Award is determined by the Court. The Settlement Fund shall be kept in an interest-bearing account of Defendant’s choosing, but with permissions granted to the Settlement Administrator to access said funds, until such time as the above-listed payments are made, but

need not be segregated from its other accounts. Defendant represents that it has and guarantees that it will have sufficient funds to fulfill its financial obligations under this Settlement Agreement. The Settlement Fund includes all interest that shall accrue on the sums deposited in it. Defendant shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings.

1.40 “**Special Master**” means the Mediator or other independent neutral, as agreed upon by the Parties, should the Mediator be unavailable.

1.41 “**Text Messages**” mean the SMS text messages sent on August 27, 2008 from short code “21021” stating:

- IMAGINE HAVING A JOB U LUV! CREATIVES DO SO CAN U. REPLY WITH “Y” TO LEARN MORE ABOUT THE ACADEMY. BY CEC. STD / OTHER CHARGES MAY APPLY. STOP 2 END
- IMAGINE A JOB WHERE U CAN USE UR IMAGINATION AND GET PAID 4 IT! REPLY Y TO HEAR HOW U CAN BEGIN 2 EARN UR DEGREE TODAY! BY CEC. STD OTH CHGS APPLY. STOP 2 END

1.42 “**Unknown Claims**” means claims that could have been raised in the Action or Related Action and that the Plaintiffs or any or all other Persons and entities whose claims are being released, or any of them, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Plaintiffs and all other Persons and entities whose claims are being released shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Plaintiffs and all other Persons and entities whose claims are being released, also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. Plaintiffs acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever to settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

## 2. SETTLEMENT RELIEF

### 2.1 Monetary Payments.

(a) Class Members shall have until the Claims Deadline to submit an Approved Claim. Defendant agrees to pay or cause to be paid from the Settlement Fund the sum of two hundred dollars (\$200), subject to possible *pro rata* reduction as follows, to each Settlement Class Member who files an Approved Claim. If the total amount required to pay two hundred dollars (\$200) for each Approved Claim would exceed the amount in the Settlement Fund after payment of Settlement Administration Expenses, fees of the Special Master, the Fee Award, and the incentive award to the Class Representatives, then each Settlement Class Member with an Approved Claim shall receive a *pro rata* share of the amount of the Settlement Fund remaining after payment of such amounts.

(b) The Remaining Funds are the property of the Defendant. In no event will the Remaining Funds constitute abandoned or unclaimed property and the Defendant shall be entitled to all such Remaining Funds.

(c) Within thirty (30) days after the Effective Date has occurred, or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Fund all Approved Claims by check and mail them to the claimants via first-class mail, unless challenged pursuant to Paragraph 5.3 below.

(d) All cash payments issued to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance. To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance, such funds shall not be Remaining Funds, but be directed to an appropriate *cy pres* recipient agreed upon by the Parties and approved by the Court.

## 2.2 **Injunctive Relief**

(a) Career Education agrees that it shall consent to the entry of an injunction, to be included as part of the Final Judgment, requiring that the following be instituted on or before the Effective Date and to remain in effect for a period of two (2) years:

(i) to the extent Defendant seeks to send commercial text messages advertising the purchase or sale of goods or services, it, as well as its employees, managers, and affiliated entities, is prohibited from advertising any of Career Education's products or services by using or cooperating with others to use any automatic telephone dialing system as defined by the TCPA to send SMS messages to cellular phones unless each message recipient has given prior express written consent to receive such messages; and

(ii) to the extent Defendant, either itself or through agreement with any other Person, utilizes text message advertising of any kind, it shall obtain (or it shall require any Person who collects consumer cell phone numbers to obtain) documented proof of all prior express consent of consumers to receive text-message advertising is maintained for a period of four (4) years after said consent is obtained.

(iii) Notwithstanding the above, nothing in the injunction shall prohibit Defendant from sending informational text messages to its current students or text messages in the event of an emergency, or any other type of message expressly permitted by the TCPA, the FCC Rules and/or any agreement between the students and CEC.

### **3. RELEASES**

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and Related Action, including any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the Released Parties, and each of them.

### **4. NOTICE TO THE CLASS**

4.1 Upon entry of the Preliminary Approval Order, the Settlement Administrator shall cause the Notice describing the Final Approval Hearing and the terms of the settlement embodied in this Settlement Agreement and the Claim Form to be disseminated to potential Settlement Class Members as provided in the Notice Plan. Such notice shall comport with due process and be effectuated pursuant to a Notice Plan, the costs of which shall be Settlement Administration Expenses.



4.2 The Notice Plan shall include:

(a) *Class List.* The Parties agree that the list containing 99,997 cellular telephone numbers obtained through discovery to which the Text Messages were sent (the “Class List”) identifies those persons or entities comprising the Settlement Class that are covered by this Agreement. The Parties and/or the Settlement Administrator shall use reasonable effort to identify the last known U.S. mailing addresses and email addresses of the Settlement Class from information contained in the Class List.

(b) *Direct Notice.* The Settlement Administrator shall send Notice substantially in the form attached as Exhibit B, and an accompanying Claim Form with return postage pre-paid to each physical address obtained via First Class U.S. Mail no later than forty-five (45) days after the entry of the Preliminary Approval Order or on such other date determined by the Court. The Settlement Administrator shall also send Notice substantially in the form attached as Exhibit B including an electronic link to the Claim Form via email to all electronic mail addresses obtained.

(c) *Publication.* Should the Settlement Administrator determine that publication notice is required, such notice shall be published within forty-five (45) days of entry of the Preliminary Approval Order. The text of such notice shall be substantially the same as is provided in Exhibit C.

(d) *Press release.* Within fourteen (14) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall distribute a press release prepared by Class Counsel to local, national, and syndicated news organizations discussing the terms of the Agreement in a manner that in no way disparages Career Education. The press release shall be subject to the prior approval of Defendant and such approval is not to be unreasonably withheld.

In the event either of the Defendant or Defendant's Counsel decides to issue a press release in connection with the Action, Related Action, or its Settlement, that party shall first submit a proposed copy to Class Counsel for approval, which approval shall not be unreasonably withheld. Nothing herein shall be deemed to preclude Defendant from making appropriate disclosures regarding this Settlement to regulatory agencies, governmental bodies, accrediting authorities, or in public filings as it deems necessary or as otherwise required by law, and such disclosures do not require prior approval of Class Counsel.

(e) *Settlement Website.* Within ten (10) days following the entry of the Preliminary Approval Order, Notice shall be provided on a website at [www.\[website\].org](http://www.[website].org), which shall be administered by the Settlement Administrator and shall include the ability to file Claim Forms on-line, provided that such Claim Forms, if signed electronically, will be binding for purposes of the perjury laws and contain a statement to that effect. The Notice on the Website shall be substantially in the form of Exhibit D hereto.

(f) *Targeted Internet Advertising.* The Settlement Administrator shall expend an amount not to exceed fifty thousand dollars (\$50,000) on promoting the website notice through a rationally targeted on-line campaign designed to reach the Settlement Class.

(g) *Additional Form of Notice.* Should the Settlement Administrator determine that additional methods of Notice are required, they shall be included as part of the Notice Plan and may include, but are not limited to additional on-line advertising, including on-line browsers contained on mobile phones, as approved by the Court.

(h) *CAFA Notice.* Not later than ten (10) days after the Agreement is filed with the Court, Defendant shall comply with all of its obligations pursuant to 28 U.S.C. 1715(b)

4.3 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making an objection files notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court and (b) send copies of such papers via mail, hand or overnight delivery service to both Class Counsel and Defendant's Counsel.

4.4 Any Settlement Class Member who intends to object to this Settlement Agreement must include his/her name and address, include all arguments, citations, and evidence supporting the objection (including copies of any documents relied on), state that he or she is a member of the Settlement Class and provide the cellular phone number to which the Text Message were sent, and provide a statement whether the objector intends to appear at the Final Approval Hearing with or without counsel. Any Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Paragraph and as detailed in the Notice, and at the same time provide copies to Class Counsel and Defendant's Counsel, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his, her or its objections and be forever barred from making any such objections in the Action, Related Action, or any other action or proceeding. To be valid, the objection must be

filed and sent to Class Counsel and Defendant's Counsel on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice.

4.5 A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, the cellular telephone number to which the Text Message's were sent, a signature, the name and number of the case, and a statement that he/she wishes to be excluded from the Settlement Class. Any requests to be excluded that do not include all of the foregoing information, or that are sent to an address other than that designated in the Notice, or that are not postmarked within the time specified shall be invalid and the persons or entities serving such a request shall be members of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

## **5. SETTLEMENT ADMINISTRATION**

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain

reasonably detailed records of its activities performed under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, the Notice Plan, administration and implementation of the Settlement Agreement. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to members of the Settlement Class on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement Agreement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed per the terms of the Settlement Agreement;

(b) Receive requests from Class Members to exclude themselves from the Settlement Agreement and promptly provide to Class Counsel and Defendant's Counsel a copy thereof upon receipt. If the Settlement Administrator receives any exclusion requests from Class Members after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

(c) Provide weekly reports to Class Counsel and Defendant's Counsel as provided in the contract to be entered into by Defendant with the Settlement Administrator,

including without limitation, reports regarding the number of Claim Forms received, the number thereof approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator.

(d) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms and any other documents or correspondence received by the Settlement Administrator relating to the Settlement Agreement at any time upon reasonable notice.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud, including by cross-referencing the cellular telephone numbers provided on the Claim Form against the Class List, and shall reject a Claim Form, or any part of a claim for a payment reflected therein, where the telephone numbers provided on the Claim Form do not appear on the Class List or where there is evidence of abuse or fraud. The Settlement Administrator shall also reject a Claim Form that does not contain all requested information necessary to screen the claim for fraud or abuse, after giving the claimant a reasonable opportunity to provide any requested missing information.

5.3 Both Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Class Members. The Settlement Administrator shall follow any agreed decisions of the Defendant's Counsel and Class Counsel. To the extent Defendant's Counsel and Class Counsel are not able to agree on the disposition of a challenge, the Mediator or Special Master shall timely decide such challenge. The Parties agree that the Settlement Administrator shall thereafter follow the decision of the Mediator or Special Master resulting from any such challenge.

5.4 In the exercise of their duties outlined in this Agreement, both the Settlement Administrator and the Mediator or Special Master shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5 The Final Approval Hearing shall be ninety (90) days after the Notice described in Paragraph 4.2(h) is provided or such other time as the Court shall set.

5.6 Any Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Settlement Class or timely file a Claim Form will not be entitled to receive any cash award or any other benefits pursuant to this Settlement Agreement, but will otherwise be bound together with all Class Members by all of the terms of this Settlement Agreement, including the terms of the Final Judgment to be entered in the Action, Related Action, and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

5.7 The Settlement Administrator and Class Counsel shall keep the Class List and all personal information obtained therefrom, including the identity, telephone numbers, email addresses, and U.S. mailing addresses, for the persons to whom the Text Message was sent, strictly confidential. The Parties agree that the Class List may not be used for any purpose other than effectuating the terms of this Agreement or duties arising thereunder including the provision of Class Notice in the manner set forth herein.

## **6. TERMINATION OF SETTLEMENT**

6.1 Subject to Paragraph 9 below, the Plaintiffs, on behalf of the Settlement Class, or Defendant, shall have the right to terminate this Settlement Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within ten (10) days, of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this

Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action and Related Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1 of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

6.2 If prior to the Final Approval Hearing, any Persons who otherwise would be Settlement Class Members have timely requested exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto, and the number of such Persons seeking exclusion exceeds two hundred and fifty (250), Career Education shall have, in its sole and absolute discretion, the option to terminate this Settlement Agreement. Career Education may terminate the Settlement Agreement by serving written notice of termination on the Court and Class Counsel by hand delivery or overnight courier within ten (10) business days after being informed in writing by the Settlement Administrator that there are two hundred and fifty (250) or more such requests for exclusion timely filed.

## **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, certification the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and



Claim Form for dissemination in accordance with the Notice Plan, substantially in the form Exhibits A-D hereto.

7.2 At the time of the submission of this Settlement Agreement to the Court as described above, Class Counsel and Defendant's Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

7.3 After Notice is given, the Parties shall request and obtain from the Court a Final Judgment. The Final Judgment will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and provisions; and declare the Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members, Releasing Parties, and their heirs, executors and administrators, successors and assigns;

(c) find that the Notice and the Notice Plan implemented pursuant to the Settlement Agreement (1) constitute the best practicable notice under the circumstances, (2) constitute notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement and to appear at the Final Approval Hearing, (3) are reasonable and

constitute due, adequate and sufficient notice to all persons entitled to receive notice, and  
(4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution and the rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action and Related Action (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement and determined by the Court;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Final Judgment, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on or arising out of the sending or receipt of the Text Messages;

(h) authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) as (1) shall be consistent in all material respects with the Final Judgment, or (b) do not limit the rights of Settlement Class Members;

(i) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(j) incorporate any other provisions, as the Court deems necessary and just.

**8. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.**

8.1 Career Education agrees to pay Class Counsel reasonable attorneys’ fees and to reimburse reasonable expenses in the Action and Related Action in an amount to be determined by the Court as the Fee Award upon petition from Class Counsel at the Final Approval Hearing. Defendant will be entitled to oppose the amounts claimed by Class Counsel. Class Counsel agrees, with no consideration from Defendant, to limit its request for a Fee Award to one-third of the maximum amount of the Settlement Fund and to provide this limit in the Notice to the Settlement Class. Within three (3) business days after the Effective Date, Defendant shall pay or cause to be paid from the Settlement Fund the Fee Award determined by the Court to Class Counsel. Any payment of attorneys’ fees and expenses as the Fee Award shall be paid via electronic transfer to an account designated by Class Counsel providing necessary information for electronic transfer.

8.2 The Parties disagree with respect to the amount of the Fee Award to Class Counsel and the applicable law. In presenting their positions to the Court with respect to the determination of the Fee Award, each party may present to the Court any relevant basis under the applicable case law for determining that Fee Award. Even though this Agreement includes the creation of a Settlement Fund, neither the Settlement Fund nor the initial funding of the Settlement Fund is meant to foreclose argument on the manner in which the Fee Award is decided, but is not meant to modify the application of applicable law.

8.3 In addition to any award to which they may be entitled under the Settlement Agreement, and in recognition of their efforts on behalf of the Settlement Class, the Class Representatives and persons identified in the Related Action as Potential Plaintiffs, shall, subject

to the approval of the Court, share in an incentive award in the total amount of thirty thousand dollars (\$30,000) to be divided amongst the Class Representatives and persons identified in the Related Action as Potential Plaintiffs. Defendant agrees that it shall not oppose such award, directly or indirectly. This sum shall be paid to in recognition of the Plaintiffs time and effort serving as the Class Representatives and parties to the Action and Related Action. Defendant shall pay said amounts via check from the Settlement Fund to these persons, such checks to be sent care of Class Counsel, within three (3) business days after the date the Court enters the Final Judgment if there have been no objections to the Settlement Agreement, and, if there have been such objections, within three (3) business days after the Effective Date.

9. **CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.**

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

(a) This Agreement has been signed by Class Counsel and Defendant's Counsel;

(b) The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Agreement, following notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment substantially consistent with this Agreement; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above

(“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Settlement Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 9.3 unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all Parties. Notwithstanding anything herein, the Parties agree that the Court’s decision as to the amount of the Fee Award to Class Counsel set forth in Paragraphs 8.1 and 8.2 above, regardless of the amount awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1, 6.2, 9.1, or 9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action and Related Action as if this Agreement had never been entered into.

## 10. MISCELLANEOUS PROVISIONS

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this

Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action or Related Action were brought by Plaintiffs or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action or Related Action, the violation

of any law or statute, the reasonableness of the settlement amount or the fee award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against Plaintiffs or the Settlement Class, or each or any of them, as an admission, concession or evidence of, the infirmity or strength of any claims raised in the Action or Related Action, the truth or falsity of any fact alleged by Defendant, or the availability or lack of availability of meritorious defenses to the claims raised in the Action or Related Action;

(d) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. However, if this Settlement Agreement is approved by the Court, any party or any of the Released Parties may file this Settlement Agreement and/or the Final Judgment in any action that may be brought against such party or parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(e) is, may be deemed, or shall be construed against Plaintiffs and the Settlement Class, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(f) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs and the Settlement Class, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action or Related Action would have exceeded or would have been less than any particular amount.

10.5 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.6 The waiver by one party of any breach of this Agreement by any other party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.7 All of the Exhibits to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.8 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified



only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.9 Except as otherwise provided herein, each Party shall bear its own costs.

10.10 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or party and that they are fully entitled to release the same.

10.11 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any party hereto hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

10.12 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement all exchange original signed counterparts. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.13 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.14 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

10.15 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

10.16 This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arms' length negotiations among the Parties with the aid of a neutral mediator. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one party than another.

10.17 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Jay Edelson, Edelson McGuire, LLC, 350 North LaSalle Street, Suite 1300, Chicago, Illinois 60654; and Christopher B. Wilson, Perkins Coie LLC, 131 South Dearborn St., Suite 1700, Chicago, Illinois, 60603.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: March 14<sup>th</sup>, 2012

**SERGIO ROJAS**, *individually and on behalf of a class of similarly situated individuals*



One of his attorneys

Jay Edelson  
Myles McGuire  
Ryan D. Andrews  
Edelson McGuire, LLC  
350 North LaSalle Street, 13<sup>th</sup> Fl.  
Chicago, Illinois 60654  
Telephone: 312.589.6370  
Facsimile: 312.589.6378  
randrews@edelson.com  
jedelson@edelson.com  
mmcguire@edelson.com

**CAREER EDUCATION CORPORATION,**

By: 

One of Defendant's Attorneys

Christopher B. Wilson  
Debra R. Bernard  
Patrick M. Collins  
Perkins Coie, LLC  
131 S. Dearborn Street, Suite 1700  
Chicago, Illinois 60603-5559  
Telephone: 312.324.8603  
Facsimile: 312.324.9603  
cwilson@perkinscoie.com  
dbernard@perkinscoie.com  
pcollins@perkinscoie.com

# Exhibit A

## **ROJAS v. CAREER EDUCATION CORPORATION CLAIM FORM**

Return this Claim Form to: Settlement Administrator, [address]. Questions, visit [www.\[website\].com](http://www.[website].com) or call [toll free number]

**DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.**

**Instructions:** If you were sent a text message on August 27, 2008 advertising education opportunities for “creative” jobs requiring “imagination,” you may be entitled to a \$200 settlement payment or a lesser pro rata share in this lawsuit against Career Education Corporation (“CEC”). If the settlement is approved by the Court, each class member, whether or not he or she submits a claim, will release CEC, other entities involved in sending the message, and all their officers, agents, employees, and those working with them, from any and all claims as a result of the sending or delivery of the text messages that are the subject of this litigation. Visit [www.\[website\].com](http://www.[website].com) for complete information.

<b>YOUR CONTACT INFORMATION</b>	
<b>Name:</b> _____ <i>(First) (Middle) (Last)</i>	
<b>Address:</b> _____ <i>(Street)</i>	
_____ <i>(City) (State) (Zip Code)</i>	
<b>2008 Cell Phone Number:</b> ( ___ ___ ___ ) ___ ___ ___ - ___ ___ ___ ___ (This must be the number that received the text message and will be checked against a list of numbers to which the text messages at issue were sent.)	
<b>Email Address :</b> _____	
<b>Contact Phone Number:</b> ( ___ ___ ___ ) ___ ___ ___ - ___ ___ ___ ___ (Please provide a phone number where you can be reached if further information is required.)	
<b>Class Member Verification</b>	
By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true (each box must be checked to receive a payment):	
<input type="checkbox"/> That I received a text message promoting educational opportunities for “creative” jobs requiring “imagination” on August 27, 2008.	
<input type="checkbox"/> That, prior to receiving the text message this text message, I did not expressly consent to the sending of that text message and did not request that the advertisement be sent.	
<input type="checkbox"/> That all information provided in this Claim Form is true and correct to the best of my knowledge and belief.	
<input type="checkbox"/> I declare under penalty of perjury that the foregoing is true and correct. The Settlement Administrator may audit any and all claims. Persons knowingly making false claims may be subject to legal penalties.	
Signature: _____	Date: _____
Print Name: _____	Your claim will be submitted to the Settlement Administrator for review, if accepted you will be mailed a check for \$200 or a lesser pro rata share. This process takes time, please be patient.

**CLAIM FORMS MUST BE SUBMITTED ONLINE OR POSTMARKED NO LATER THAN [Claims Deadline] TO BE ELIGIBLE FOR PAYMENT. FILE ONLINE AT: [www.\[website\].com](http://www.[website].com) OR MAIL THIS CLAIM FORM TO: Claims Administrator, [Address]. If you have questions, you may call Class Counsel at 1-866-354-3015.**

# Exhibit B

**OUR RECORDS INDICATE YOU WERE SENT A TEXT MESSAGE PROMOTING EDUCATION FOR CREATIVE JOBS ON AUGUST 27, 2008, PLEASE READ THIS NOTICE CAREFULLY AS YOU MAY BE ENTITLED TO A \$200 PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*Para una notificación en Español, visitar [www.\[website\].com](http://www.[website].com)*

**COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

A proposed class action settlement has been reached in a lawsuit over allegedly unsolicited text messages advertising education opportunities at the International Academy of Design and Technology being sent to consumers' cell phones.

Your legal rights may be affected whether you act or don't act. Please read this Notice carefully. Visit [www.\[website\].com](http://www.[website].com) to read the full Notice, the Settlement Agreement, and make a claim.

**What is the Lawsuit About?**

This lawsuit claims that unsolicited text messages advertising "creative" jobs requiring "imagination" were sent on behalf of Defendant Career Education Corporation ("CEC"). The Plaintiffs allege that CEC's conduct in sending those text messages violated the federal Telephone Consumer Protection Act and seeks to represent a group or "class" of persons who received such text messages.

The Defendant denies it violated any law, and the Court has not determined who is right. Rather, the parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation. CEC will vigorously defend the lawsuit if the proposed settlement is not approved.

**How Do I Know if I am a Class Member?**

Our records indicate you may have been sent a text message covered by the settlement. You are a Class Member and could get a cash settlement payment if you are a person who received such an unsolicited text message advertising CEC's Academy schools on August 27, 2008. The language of the text messages at issue are available at [www.\[settlement\].com](http://www.[settlement].com).

**What Can I Get From the Settlement?**

If you are a Class Member, and the Court approves the Settlement, you may be entitled to receive a \$200 payment, or a lesser *pro rata* amount if the expenses, fees, incentive award, and claims exceed the \$19,999,400 Settlement Fund created by the Defendant. The Settlement also requires CEC to change its business practices to make sure people who wish to receive text messages properly consent. The Settlement Agreement available at [www.\[website\].com](http://www.[website].com) describes the details of the settlement. Only Class Members who submit valid claims will receive a payment.

**How Do I Submit a Claim for Payment?**

To qualify for a \$200 payment, you must submit a timely, truthful, accurate, and properly completed Claim Form signed under penalty of perjury. You may submit the Claim Form online at [www.\[settlement\].com](http://www.[settlement].com) no later than [claims deadline] by following the instructions found with the link, or you may mail a completed Claim Form **postmarked no later than [claims deadline]** to *Rojas v. CEC* Settlement Administrator, [address]. Only those claims that meet the requirements of the Settlement Agreement will be eligible for a payment.

**What are My Other Options?**

You will be a member of the Settlement Class unless you exclude yourself from the settlement. If you do not wish to be a member of the Settlement Class, you may exclude yourself by sending a letter to the settlement administrator by First-Class U.S. Mail postmarked no later than \_\_\_\_\_. You must include your name and address, the cellular telephone that was sent the text message, your signature, and a statement that you wish to be excluded from the Settlement Class in *Rojas v. CEC*,

Case No. 10-cv-05260. If you choose to exclude yourself, you give up your right to any settlement payment or to object to the settlement, but retain any rights you may currently have to sue the Defendant over the legal issues in the lawsuit.

You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Objecting is telling the Court you don't like something about the settlement. You can object ONLY if you stay in the Settlement Class. Your written objection must be filed with the Court and sent by prepaid First-Class U.S. Mail to the attorneys for all parties to the lawsuit and postmarked no later than **[objection deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.\[settlement\].com](http://www.[settlement].com).

If you do nothing you will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. However, you need to timely submit a valid Claim Form to make a claim for a payment. If approved, your claims relating to the allegedly unauthorized text messages that are the subject of this case against CEC as well as other entities involved in the transmission of the message, will be fully and finally resolved and released.

**Who Represents Me?**

The Court has appointed the following team of lawyers that brought the suit to represent the class: Jay Edelson, Myles McGuire, and Ryan D. Andrews of Edelson McGuire, LLC. These attorneys are referred to as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When will the Court Consider the Proposed Settlement?**

The Court will hold the Final Approval Hearing to determine the fairness of the settlement at \_\_\_\_\_.m. on \_\_\_\_\_ at the Dirksen U.S. Courthouse, Room 2319, 219 S. Dearborn St., Chicago, IL 60604 before Judge Virginia M. Kendall. At that hearing, the Court will hear any objections concerning the fairness of the settlement that have been properly raised, as set forth above. The hearing may be postponed to a different date or time without notice. You are not required to come to this hearing.

At the hearing to determine the fairness of the settlement, Class Counsel will ask the Court for attorneys' fees and expenses of up to one-third from the Settlement Fund for investigating the facts, litigating the case, and negotiating the settlement. The Court has also appointed Class Representatives that Defendant has agreed will share in incentive award of \$30,000 from the Settlement Fund for their services in helping to bring and settle this case. The Court may award less than these amounts.

**How Do I Get More Information?**

This Notice is intended only as a summary of the lawsuit and proposed settlement. It is not a complete statement of the lawsuit or the proposed settlement. For more information about the proposed settlement and a copy of the full Notice and Claim Form, go to [www.\[settlement\].com](http://www.[settlement].com), contact the settlement administrator at 1-\_\_\_\_-\_\_\_\_-\_\_\_\_ or *Rojas v. CEC* Settlement Administrator, [address], or call Class Counsel at 1-866-354-3015.

By Order of the Court Dated: [date]

# Exhibit C



**IF YOU WERE SENT A TEXT MESSAGE PROMOTING EDUCATION FOR CREATIVE JOBS ON AUGUST 27, 2008, PLEASE READ THIS NOTICE CAREFULLY AS YOU MAY BE ENTITLED TO A \$200 PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*Para una notificación en Español, visitar [www.\[website\].com](http://www.[website].com)*

**COURT AUTHORIZED NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**

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**What is the Lawsuit About?**

This lawsuit claims that unsolicited text messages advertising "creative" jobs requiring "imagination" were sent on behalf of Defendant Career Education Corporation ("CEC"). The Plaintiffs allege that CEC's conduct in sending those text messages violated the federal Telephone Consumer Protection Act and seeks to represent a group or "class" of persons who received such text messages.

The Defendant denies it violated any law, and the Court has not determined who is right. Rather, the parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation. CEC will vigorously defend the lawsuit if the proposed settlement is not approved.

**How Do I Know if I am a Class Member?**

You are a Class Member and could get a cash settlement payment if you are a person who received such an unsolicited text message advertising CEC's Academy schools on August 27, 2008. The language of the text messages at issue are available at [www.\[settlement\].com](http://www.[settlement].com).

**What Can I Get From the Settlement?**

If you are a Class Member, and the Court approves the Settlement, you may be entitled to receive a \$200 payment, or a lesser *pro rata* amount if the expenses, fees, incentive award, and claims exceed the \$19,999,400 Settlement Fund created by the Defendant. The Settlement also requires CEC to change its business practices to make sure people who wish to receive text messages properly consent. The Settlement Agreement available at [www.\[website\].com](http://www.[website].com) describes the details of the settlement. Only Class Members who submit valid claims will receive a payment.

**How Do I Submit a Claim for Payment?**

To qualify for a \$200 payment, you must submit a timely, truthful, accurate, and properly completed Claim Form signed under penalty of perjury. You may submit the Claim Form online at [www.\[settlement\].com](http://www.[settlement].com) no later than [claims deadline] by following the instructions found with the link, or you may mail a completed Claim Form **postmarked no later than [claims deadline]** to *Rojas v. CEC* Settlement Administrator, [address]. Only those claims that meet the requirements of the Settlement Agreement will be eligible for a payment.

**What are My Other Options?**

You will be a member of the Settlement Class unless you exclude yourself from the settlement. If you do not wish to be a member of the Settlement Class, you may exclude yourself by sending a letter to the settlement administrator by First-Class U.S. Mail postmarked no later than \_\_\_\_\_. You must include your name and address, the cellular telephone that was sent the text message, your signature, and a statement that you wish to be excluded from the Settlement Class in *Rojas v. CEC*, Case No. 10-cv-05260. If you choose to exclude yourself, you

give up your right to any settlement payment or to object to the settlement, but retain any rights you may currently have to sue the Defendant over the legal issues in the lawsuit.

You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Objecting is telling the Court you don't like something about the settlement. You can object ONLY if you stay in the Settlement Class. Your written objection must be filed with the Court and sent by prepaid First-Class U.S. Mail to the attorneys for all parties to the lawsuit and postmarked no later than **[objection deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.\[settlement\].com](http://www.[settlement].com).

If you do nothing you will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court. However, you need to timely submit a valid Claim Form to make a claim for a payment. If approved, your claims relating to the allegedly unauthorized text messages that are the subject of this case against CEC as well as other entities involved in the transmission of the message, will be fully and finally resolved and released.

**Who Represents Me?**

The Court has appointed the following team of lawyers that brought the suit to represent the class: Jay Edelson, Myles McGuire, and Ryan D. Andrews of Edelson McGuire, LLC. These attorneys are referred to as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When will the Court Consider the Proposed Settlement?**

The Court will hold the Final Approval Hearing to determine the fairness of the settlement at \_\_\_\_\_ **m.** on \_\_\_\_\_ at the Dirksen U.S. Courthouse, Room 2319, 219 S. Dearborn St., Chicago, IL 60604 before Judge Virginia M. Kendall. At that hearing, the Court will hear any objections concerning the fairness of the settlement that have been properly raised, as set forth above. The hearing may be postponed to a different date or time without notice. You are not required to come to this hearing.

At the hearing to determine the fairness of the settlement, Class Counsel will ask the Court for attorneys' fees and expenses of up to one-third from the Settlement Fund for investigating the facts, litigating the case, and negotiating the settlement. The Court has also appointed Class Representatives that Defendant has agreed will share in incentive award of \$30,000 from the Settlement Fund for their services in helping to bring and settle this case. The Court may award less than these amounts.

**How Do I Get More Information?**

This Notice is intended only as a summary of the lawsuit and proposed settlement. It is not a complete statement of the lawsuit or the proposed settlement. For more information about the proposed settlement and a copy of the full Notice and Claim Form, go to [www.\[settlement\].com](http://www.[settlement].com), contact the settlement administrator at 1-\_\_\_\_-\_\_\_\_ or *Rojas v. CEC* Settlement Administrator, [address], or call Class Counsel at 1-866-354-3015.

By Order of the Court Dated: [date]

# Exhibit D

**If You Were Sent a Text Message Promoting Education for Creative Jobs on August 27, 2008, Please Read this Notice as You May Be Entitled to a \$200 Payment from a Class Action Settlement.**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit about whether education services company Career Education Corporation sent text ads to consumers without receiving explicit consent to do so. Career Education Corporation is referred to as the “Defendant.”
- You are included if you live in the U.S. or its territories and you were sent a text message that was transmitted by or on behalf of the Defendant without your prior express consent. The text messages advertised educational opportunities at the International Academy of Design and Technology for those seeking “creative” jobs requiring “imagination.” The full text messages are provided below.
- Those included in the Settlement will be eligible to receive a payment of up to \$200. Defendant has also agreed to the entry of a court order preventing them from sending any text messages advertisements in the future unless they first properly get a consumer’s express permission.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT</b>	Write to the Court explaining why you don’t like the Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	You won’t get a share of the Settlement benefits and will give up your rights to sue the Defendants about the claims in this case.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Virginia M. Kendall, of the U.S. District Court for the Northern District of Illinois, is overseeing this case. The case is known as *Rojas v. Career Education Corporation*, No. 10-cv-05260. The person who sued is called the Plaintiff. The Defendant is Career Education Corporation.

### 2. What is a Class Action?

In a class action, one or more people called class representatives (in this case, Sergio Rojas and Sheila Fahey who is a Plaintiff in a related class action) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 3. What is this Lawsuit about?

This lawsuit claims that unsolicited text message advertisements promoting Defendant’s educational programs were sent to consumers from the abbreviated phone number 21021. The lawsuit claims that Defendant violated the Telephone Consumer Protection Act because consumers did not consent to receive these text message advertisements. The Defendant denies it violated any law.

The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### 4. What type of text message ads were sent?

The lawsuit claims that on August 27, 2008 certain consumers were sent one of the following text messages:

- IMAGINE HAVING A JOB U LUV! CREATIVES DO SO CAN U. REPLY WITH “Y” TO LEARN MORE ABOUT THE ACADEMY. BY CEC. STD / OTHER CHARGES MAY APPLY. STOP 2 END
- IMAGINE A JOB WHERE U CAN USE UR IMAGINATION AND GET PAID 4 IT! REPLY Y TO HEAR HOW U CAN BEGIN 2 EARN UR DEGREE TODAY! BY CEC. STD OTH CHGS APPLY. STOP 2 END

These text messages were sent from short code “21021.” A short code is an abbreviated telephone number that can be used by companies to send text messages in bulk. This short code will appear on the cell phone that received these text messages as well as on your cell phone bill.

### 5. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation now rather than, if at all, years from now.

## WHO'S INCLUDED IN THE SETTLEMENT?

### 6. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits this description is a member of the **Settlement Class**:

Anyone in the United States and its territories who on August 27, 2008 were sent the following texts message for Career Education Corporation:

- IMAGINE HAVING A JOB U LUV! CREATIVES DO SO CAN U. REPLY WITH "Y" TO LEARN MORE ABOUT THE ACADEMY. BY CEC. STD / OTHER CHARGES MAY APPLY. STOP 2 END
- IMAGINE A JOB WHERE U CAN USE UR IMAGINATION AND GET PAID 4 IT! REPLY Y TO HEAR HOW U CAN BEGIN 2 EARN UR DEGREE TODAY! BY CEC. STD OTH CHGS APPLY. STOP 2 END

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

Defendant has created a Settlement Fund totaling \$19,999,400. The cost to administer the Settlement, the cost to inform people about the Settlement, as well as attorneys' fees and payments to the Class Representatives will also come out of these funds (*see* Question 14). The amount remaining after deducting these costs will be paid to eligible Class Members who submit valid claims.

**Protection from Future Unauthorized Messages:** Defendant has agreed to not send text messages to consumers who have not given their prior express consent to receive text messages. Additionally, Defendant will be required, and/or they must require their business partners, to maintain all records of such consent for four years.

You can read a detailed description of the future protection applicable to Defendant in the Settlement Agreement.

### 8. How much will my payment be?

If you are member of the Settlement Class, and the Court gives final approval to the Settlement, you may be entitled to receive up to \$200. The amount of your exact payment cannot be calculated at this time. Your payment will depend on the total number of valid claims that are filed. The Class

QUESTIONS? 1-800-000-0000 TOLL FREE, OR VISIT WWW.[WEBSITE].COM

contains approximately 99,997 members. Your payment may be reduced if the amount required to pay all claims made by the Settlement Class exceeds the amount available (after paying fees and expenses in each respective Settlement Fund), then each Class Member who filed a valid claim shall receive a reduced share of that Settlement Fund.

#### **9. When will I get my payment?**

You should receive a check from the settlement administrator within 60-90 days after the Settlement has been finally approved and/or after any appeals have been resolved in favor of the Settlement. The hearing to consider the final fairness of the Settlement is scheduled for [Fairness Hearing Date.] All checks will expire and become void 90 days after they are issued. Any uncashed checks issued from the Settlement Fund will be donated to charitable or non-profit organizations approved by the Court.

### **HOW TO GET BENEFITS**

#### **10. How do I get benefits?**

If you are a Class Member and you want to participate in the Settlement, you must complete and submit a truthful Claim Form by [Claims Deadline]. You should have received a Claim Form in the mail or as a link in an email with a summary of this notice. If you did not receive a Claim Form, a copy can be found at [www.\[website\].com](http://www.[website].com) or by calling, toll free, 1-800-000-0000. The Claim Form can be submitted online at the website or by mail.

We also encourage you to submit your claim electronically. Not only is it easier and more secure, but it is completely free and takes only minutes!

### **REMAINING IN THE SETTLEMENT**

#### **11. What am I giving up if I stay in the Class?**

If the Settlement becomes final, you will give up your right to sue the Defendant for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in Section 3 of the Settlement Agreement. You will be “releasing” the Defendant and all related people as described in Section 1.3 of the Settlement Agreement. Unless you exclude yourself (*see* Question 15), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 18 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

#### **12. What happens if I do nothing at all?**

QUESTIONS? 1-800-000-0000 TOLL FREE, OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)

If you do nothing, you won't get any benefits from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendant for the claims being resolved by this Settlement.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

The Court has appointed Jay Edelson, Myles McGuire, and Ryan D. Andrews of Edelson McGuire, LLC to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

### 14. How will the lawyers be paid?

Class Counsel will petition the Court for up to 33% of the Settlement Fund for attorneys' fees and expenses for investigating the facts, litigating the case, and negotiating the Settlement in this matter. Defendant may argue that Class Counsel is entitled to less than this amount. The Court will make a decision as to the proper amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Defendant has agreed to pay \$30,000 to the Class Representatives from the Settlement Fund for their services in helping to settle this case.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 15. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter (or request for exclusion) by mail stating that you want to be excluded from the *Rojas v. Career Education Corporation*, No. 10-cv-05260 settlement. Your letter or request for exclusion must also include your name, your address, the phone number that received the relevant text message(s), and your signature. You must mail your exclusion request no later than **Month 00, 2011**, to:

Rojas v. CEC Settlement  
P.O. Box 0000  
City, ST 00000

### 16. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

QUESTIONS? 1-800-000-0000 TOLL FREE, OR VISIT WWW.[WEBSITE].COM

**17. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

**OBJECTING TO THE SETTLEMENT**

**18. How do I object to the Settlement?**

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the Settlement in *Rojas v. Career Education Corporation*, No. 10-cv-05260 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, your cellular telephone number that received the unauthorized text message(s), and your signature.

Class Counsel will file with the Court and post on this website its request for attorneys' fees two weeks prior to the objection deadline.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 22), you must say so in your letter or brief. Mail the objection to these three different places postmarked no later than **Month 00, 2011**:

<b>Court</b>	<b>Class Counsel</b>	<b>Defenant's Counsel</b>
The Hon Virginia M. Kendall c/o Clerk of the Court Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604	Myles McGuire Edelson McGuire, LLC 350 North LaSalle St, Suite 1300 Chicago, Illinois 60654	Christopher B. Wilson Perkins Coie LLP 131 South Dearborn St. Suite 1700 Chicago, Illinois 60603-5559

**19. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

**20. When and where will the Court decide whether to approve the Settlement?**

QUESTIONS? 1-800-000-0000 TOLL FREE, OR VISIT WWW.[WEBSITE].COM



The Court will hold the Fairness Hearing at [time] on **Month 00, 2011** in Courtroom 2319 of the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for up to 33% of the Settlement Funds for attorneys' fees and expenses; and to consider the request for an incentive award to Class Representative in the amount of \$30,000. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.\[website\].com](http://www.[website].com) or call 1-800-000-0000. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Fairness Hearing, you will receive notice of any change in the date of such Fairness Hearing.

**21. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't 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 another lawyer to attend, but it's not required.

**22. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intent to Appear in *Rojas v. Career Education Corporation*, No. 10-cv-05260." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your Notice of Intent to Appear must be postmarked no later than **Month 00, 2011**, and be sent to the addresses listed in Question 18. You must also state in your objection that you plan on appearing at the hearing.

## GETTING MORE INFORMATION

**23. Where do I get more information?**

This Notice summarizes the Settlement. More details are in a Settlement Agreement. You can get a copy of the Settlement Agreement at [www.\[website\].com](http://www.[website].com). You may also write with questions to Rojas v. CEC Settlement, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at 1-800-000-0000 or Class Counsel at 1-866-354-3015, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

QUESTIONS? 1-800-000-0000 TOLL FREE, OR VISIT [WWW.\[WEBSITE\].COM](http://WWW.[WEBSITE].COM)