

**ELECTRONIC CLAIM FORM**

Please enter your PSA ID from your Claim Form\*. \_\_\_\_\_

Last Name\* \_\_\_\_\_ First Name\* \_\_\_\_\_

Address\* \_\_\_\_\_

City\* \_\_\_\_\_

State\* \_\_\_\_\_

Zip\* \_\_\_\_\_

Telephone\* \_\_\_\_\_

\* required field

**I. INSTRUCTIONS**

Class Members must legibly complete and submit this Claim Form to be eligible to receive monetary recovery. Your Claim Form must be postmarked and/or received on or before February 28, 2015, or it will be rejected.

Your Claim Form must be filled out completely and accurately, or it will be rejected.

**II. CLAIM INFORMATION**

1. The records of Defendant Summit Career College, Inc. ("Defendant") reflect that you worked as a salaried Admission Advisor, Counselor and/or those with the same job description in the State of California during the period of July 29, 2006 through December 19, 2014 ("Class Period"). Please see your Claim Form for your approximate number of Qualifying Workweek(s) for Defendant during the Class Period.

"Qualifying Workweeks" means the number of weeks you were employed by Defendant during the Class period. The number of "Qualifying Workweeks" shall be calculated assuming that one year of employment in a Covered Position is equal to 48 work weeks, with shorter periods of employment calculated proportionately.

2. If you disagree with the number of Qualifying Workweeks worked during the Class Period, you must submit documentation by mail along with this Claim Form that establishes these records are incorrect by February 18, 2015, otherwise, the records produced by Defendant will control. If there is a dispute about whether Defendant's information or your information is accurate, the Settlement Administrator will resolve the challenge and make a final and binding determination without hearing or right of appeal.

**III. RELEASE OF CLAIMS**

1. Except for those Class Members that have opted out of the settlement, Class members will be deemed to have released any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, wages, restitution, disgorgement, equitable relief, contract obligations, overtime compensation, liquidated damages, statutory damages, penalties, attorneys' fees and costs, damages, prejudgment interest, actions or causes of action in connection with any individual or class wage and hour claim that was asserted or could have been asserted in Plaintiffs' Complaint, arising at any time during the Class Period, whether known or unknown, suspected or unsuspected, fixed or contingent, matured or unmatured and foreseen or unforeseen (the "Released Claims") including not only those

Released Claims relating to the admissions advisor positions, but also any claims relating to any position at Summit (or any Releasee) that was held by the Plaintiffs or Settlement Class Member at any time during the class period, including without limitation: (1) any and all claims for overtime pay, regular rate pay, minimum wage pay or other pay for any and all alleged unpaid work from July 29, 2006 through the date of the Preliminary Approval of Class Action Settlement hearing, regardless of whether the claims arise under state or federal law<sup>1</sup> or under any contract including any collective bargaining agreement; (2) any and all claims arising under or relating in any manner to California Business and Professions Code Sections 17200 et seq.; (3) any and all claims for penalties, wages or compensation pursuant to California Labor Code Sections 200, 201, 202, 203 and 206 and Section 20 of any and all applicable Industrial Welfare Commission orders; (4) any and all claims arising under or relating to Labor Code Section 226 or any related provisions of the applicable wage order; (5) any and all claims relating to the timeliness or accuracy of any and all wage statements; (6) any and all claims and penalties that the Plaintiffs and Class Members are entitled to under California law, including California Labor Code Sections 2699, 226.3, 226(e) and 226(a) and that any of them or their counsel are entitled to attorneys' fees under California law, including California Code of Civil Procedure Section 1021.5 and Labor Code Sections 218.5, 226(e), 1194, 2699(f) and 2802(e); and (7) any and all claims for injunctive and/or declaratory relief. Only Participating Class Members who submit claim forms shall also waive any Federal Labor Standards Act ("FLSA") claims whether known or unknown, arising during the class period for the Class Members based on the claims reasonably related to those alleged in the Complaint.

Electronic Signature\* \_\_\_\_\_

Last Four Digits of your Social Security number\* \_\_\_\_\_

Questions? Call 888.613.5553

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<sup>1</sup> Only those Class Members who submit Claim Forms release the Released Parties from any and all claims under FLSA that could have been asserted based on the facts alleged in the Action, including derivative claims, up to and including the Date of Preliminary Approval