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

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

Plaintiffs,

v.

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

Defendants.

Case No. 0803-03530

**FINAL APPROVAL ORDER**

Judge Stephen Bushong

On June 8, 2018, this Court held a hearing on the parties’ application for final approval of the Settlement in this pending class action litigation (the “Action”), in accordance with the Settlement Agreement and Release dated February 2, 2018 (the “Agreement”). Due and adequate notice having been given to the “Settlement Subclass” (as defined in Paragraph 5 of this Order and the Agreement) pursuant to the Preliminary Approval/Notice Order and pursuant to ORCP 32 D, and this Court having considered the Settlement, all papers filed and proceedings held herein and all oral and written comments received and permitted by this Court regarding the Settlement in accordance with the Preliminary Approval/Notice Order, including any objections to the Settlement by any Settlement Subclass Member in accordance with such Preliminary

1 Approval/Notice Order, and having reviewed the entire record in the Action, and good cause  
2 appearing,

3 IT IS HEREBY ORDERED that:

4 1. Except as otherwise noted, this Court, for purposes of this Final Approval Order  
5 (“Order”), adopts all defined terms set forth in the Agreement, and incorporates them by  
6 reference as if fully set forth herein and having the full force and effect of an Order of this Court.

7 2. This Court has jurisdiction over the subject matter of this action, Adams, the  
8 Class Representative, the Settlement Subclass Members, and the Defendants.

9 3. This Order and the limited judgment issued pursuant to Paragraph 11 of this  
10 Order (the “Limited Judgment”) is binding upon the Class Representative, Adams and all  
11 Settlement Subclass Members, other than those who have filed timely and valid requests for  
12 exclusion from the class.

13 4. This Court previously certified the following class in this Action:

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

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

///

1           6.       This Court finds that the Agreement reflects a good-faith settlement of the claims  
2 of Adams, the Class Representative and the Settlement Subclass, reached voluntarily after  
3 consultation with experienced legal counsel and as the result of extensive arm's length  
4 negotiations.

5           7.       Pursuant to and in accordance with the requirements of ORCP 32 D, this Court  
6 finally approves all terms of the Settlement in this action as set forth in the Agreement, including  
7 specifically, without limitation, the settlement consideration, each of the releases set forth  
8 therein, and the dismissal with prejudice of all the Released Claims against the Released Parties,  
9 as fair, just, reasonable and adequate as to the Parties.

10          8.       This Court hereby awards \$4,584,079.50 in attorney's fees and \$288,142.38 in  
11 out-of-pocket costs to Class Counsel and the payment of \$5,000.00 each to Class Representative  
12 Nathan Surrett and former named plaintiff Jennifer Adams. To date, Class Counsel have not  
13 received any payment for their services in conducting this Action on behalf of the Class  
14 Representative and the class, nor have Class Counsel been reimbursed by any class members for  
15 their out-of-pocket expenses. Class members are not personally liable for any fees, expenses and  
16 awards.

17          9.       This Court finds that the distribution of the Notice of Settlement was effected in  
18 accordance with the Preliminary Approval/Notice Order, dated February 9, 2018, was made  
19 pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure,  
20 due process, the United States Constitution, the Oregon Constitution, and any other applicable  
21 law.

22          10.       This Court hereby orders the Parties and the Claims Administrator to administer  
23 the claims procedures and make Settlement payments in accordance with the terms of the  
24 Agreement.

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26       ///

1           11.     This Court hereby dismisses the claims of the Class Representative, Adams, and  
2 the Settlement Subclass alleged in the Seventh Amended Complaint on the merits and with  
3 prejudice and authorizes the entry of the Limited Judgment against the Settlement Subclass.

4           12.     This Court hereby bars and permanently enjoins the Class Representative (and his  
5 Related Parties), Adams (and her Related Parties), and all members of the Settlement Subclass  
6 (and their Related parties), other than those Settlement Subclass Members who have timely and  
7 validly requested exclusion from the Class, from asserting and/or prosecuting directly,  
8 representatively, or in any other capacity any of the Released Claims against the Released  
9 Parties.

10          13.     This Court hereby orders that (a) the Class Representative and Adams (and their  
11 Related Parties), without any further action, have fully, finally, and forever released,  
12 relinquished, and discharged all of the Released Parties from the Released Claims, and, without  
13 limiting the breadth of the foregoing, (b) the members of the Settlement Subclass (and their  
14 Related Parties) (except as to any individual claim of those members of the Settlement Subclass  
15 who timely and validly requested exclusion from the class), regardless of whether any such  
16 Settlement Subclass member receives any monetary compensation from the Settlement, and/or  
17 executes and delivers the Claim Form and Release, on behalf of themselves and their Related  
18 Parties, have fully, finally, and forever released, relinquished, and discharged all of the Released  
19 Parties from the Released Claims.

20          14.     This Court hereby orders Defendants, Adams, and the Class Representative, on  
21 behalf of himself and the Settlement Subclass, to assume their respective attorney's fees, costs,  
22 and other expenses incurred in connection with the Action, except as provided in Paragraph 8  
23 above.

24          15.     This Order does not constitute an expression by this Court of any opinion,  
25 position, or determination as to the merit or lack of merit of any of the claims or defenses of the  
26 Class Representative, Adams, the Settlement Subclass, or the Defendants. The case has been

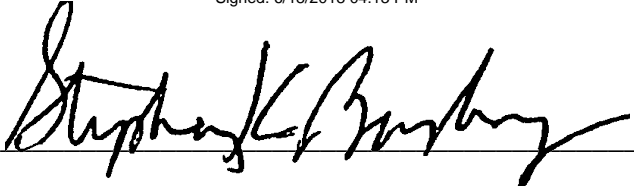
1 settled on a compromise basis, without a determination of the merits. Neither this Order, the  
2 Limited Judgment, nor the Agreement is an admission or indication by the Defendants of the  
3 validity of any claims in this action or of any liability or wrongdoing or any violation of law.

4 16. The Settlement shall have no precedential, collateral estoppel, or *res judicata*  
5 effect upon Defendants (or their respective Related Parties) in any matter or proceeding other  
6 than (a) this action and/or (b) a proceeding involving an effort to enforce the Settlement,  
7 including, but not limited to, an effort to enforce the release of Released Claims.

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

14 18. This Court shall retain continuing and exclusive jurisdiction to enforce the terms  
15 of the Agreement and the claims procedure set out therein.

Signed: 6/18/2018 04:13 PM



**Circuit Court Judge Stephen K. Bushong**

22 Presented By:

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

1 **CERTIFICATE OF READINESS**  
2 **Pursuant to UTCR 5.100**

3 The submission is ready for judicial signature because:

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

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

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

10  a. No objection has been served on me.

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

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

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

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

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

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

23 DATED: June 12, 2018

**PERKINS COIE LLP**

24 By: *s/ Stephen F. English*

25 Stephen F. English, OSB No. 730843  
26 Attorney for Defendants  
Western Culinary Institute, Ltd. and  
Career Education Corporation

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies under penalty of perjury under the laws of the State of  
3 Oregon that, on June 12, 2018, they caused to be served on the person(s) listed below a true copy  
4 of the **FINAL APPROVAL ORDER** in the manner shown:

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

9 Tim Alan Quenelle  
10 Tim Quenelle PC  
11 4248 Galewood Street  
12 Lake Oswego, OR 97035

13 Amy Johnson  
14 Amy Johnson Attorney-at-Law  
15 5836 SE Madison Street  
16 Portland, OR 97215

17 Attorneys for Plaintiff Adams

18 Attorneys for Plaintiff Surrect and the Class

19 by causing true and correct copies thereof to be sent by the following indicated methods:

20  By **U.S. mail**, first-class postage prepaid, from Portland, Oregon.

21  By **Email**.

22 **PERKINS COIE LLP**

23 By: s/ Stephen F. English  
24 Stephen F. English, OSB No. 730843  
25 SEnglish@perkinscoie.com  
26 Telephone: 503.727.2000  
Facsimile: 503.727.2222

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