

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

STEPHEN STETSON, SHANE LAVIGNE,  
CHRISTINE LEIGH BROWN-ROBERTS,  
VALENTIN YUI KARPENKO, and JAKE JEREMIAH  
FATHY, individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

WEST PUBLISHING CORPORATION, a Minnesota  
corporation dba BAR/BRI, and KAPLAN, INC.,

Defendants.

Case No. CV-08-00810 R

**NOTICE TO CLASS OF  
PROPOSED SETTLEMENT OF  
CLASS ACTION**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

THIS NOTICE PERTAINS TO A PROPOSED CLASS ACTION SETTLEMENT THAT PLAINTIFFS STEPHEN STETSON, SHANE LAVIGNE, CHRISTINE LEIGH BROWN-ROBERTS, VALENTIN YURI KARPENKO, AND JAKE JEREMIAH FATHY (“PLAINTIFFS”) HAVE REACHED WITH WEST PUBLISHING CORPORATION (“WEST”) AND KAPLAN, INC. (“KAPLAN”). IF YOU PAID FOR A BAR/BRI FULL-SERVICE BAR REVIEW COURSE FROM AUGUST 1, 2006, THROUGH AND INCLUDING FEBRUARY 28, 2011, YOU MAY BE ENTITLED TO A CASH PAYMENT FROM THIS SETTLEMENT.

PLEASE BE ADVISED THAT THIS SETTLEMENT SUPERSEDES THE PRIOR PROPOSED SETTLEMENT REACHED IN THIS ACTION, FOR WHICH NOTICE WAS PROVIDED TO THE CLASS IN OR ABOUT APRIL 2011. THE PRIOR SETTLEMENT PROVIDED FOR A SETTLEMENT FUND OF \$5,285,000, AS WELL AS DISCOUNT CERTIFICATES REDEEMABLE TOWARD THE PURCHASE OF CERTAIN KAPLAN COURSES. THE PRESENT SETTLEMENT, DESCRIBED MORE PARTICULARLY BELOW, PROVIDES FOR A SETTLEMENT FUND OF \$9,500,000 AND NO DISCOUNT CERTIFICATES. AS ALSO EXPLAINED MORE PARTICULARLY BELOW, IN ORDER TO BE ELIGIBLE TO RECEIVE A CASH PAYMENT FROM THE PRESENT SETTLEMENT, YOU MUST FILL OUT THE CLAIM FORM ACCOMPANYING THIS NOTICE AND RETURN IT TO THE CLAIMS ADMINISTRATOR ON OR BEFORE THE DATE SPECIFIED BELOW.

**SUMMARY OF THE PROPOSED SETTLEMENT**

If you paid for a BAR/BRI full-service bar review course from August 1, 2006, through and including February 28, 2011, you could get a cash payment from a class action Settlement that has been reached in *Stetson, et al. v. West Publishing Corporation, et al.*, Central District of California Case No. CV-08-00810 R. There will be a fairness hearing at which the Court will consider objections, if any, to the proposed Settlement and at which the Court will determine whether the proposed Settlement should be approved. This hearing will be held on \_\_\_\_\_, at \_\_\_\_\_ .m. in Courtroom 8 at the United States District Court, 312 North Spring Street, Los Angeles, California 90012. Requests for exclusion, objections, and comments must be postmarked on or before \_\_\_\_\_. Claim Forms must be submitted to the Claims Administrator postmarked on or before [date].

- According to the Settlement, West and Kaplan (collectively, “Defendants”) will provide \$9,500,000 (less attorney’s fees and costs, administrative fees and costs, and Incentive Awards, if any) to pay claims to persons who paid for a full-service BAR/BRI bar review course during the period from August 1, 2006, through and including February 28, 2011.

- If approved by the District Court, the Settlement will resolve a lawsuit, *Stetson, et al. v. West Publishing Corp., et al.*, Central District of California Case No. 08-CV-0810 R (the “Action”), that Plaintiffs filed on February 6, 2008, in the Central District of California on behalf of a putative Class. Plaintiffs alleged that Defendants violated the Sherman Act by conspiring to restrain trade in the full-service bar review course market. Plaintiffs also alleged that West violated the Sherman Act by unlawfully acquiring and/or maintaining a monopoly in, and conspiring to monopolize, the full-service bar review course market. Defendants have at all times denied, and continue to deny, Plaintiffs’ allegations, including that Defendants committed any violation of law or any wrongdoing, and Defendants further deny that they have any liability with respect to any claim asserted by Plaintiffs.
- Court-approved lawyers for Class Members (“Class Counsel”) will ask the District Court for up to twenty percent (20%) of the Settlement Fund as fees for investigating the facts, litigating the case, and negotiating the Settlement, plus reimbursement of litigation expenses. The issue of whether to award attorney’s fees and costs to Class Counsel will be determined by the District Court. Any amount awarded as attorney’s fees must be approved by the Court in the final fairness hearing as herein discussed.
- Your legal rights are affected whether you act or don’t act. *Please read this Notice carefully. In order to obtain the financial benefits of this Settlement, you must fill out the Claim Form attached to this Notice and return it to the Claims Administrator postmarked on or before the date specified below.*

<b>YOUR OPTIONS IN THIS SETTLEMENT</b>	
<b>Receive a Payment From the Settlement Fund</b>	In order to receive your portion of the \$9,500,000 Settlement Fund, you must timely submit a Claim Form, postmarked on or before [date], following the procedures described more fully below.
<b>Exclude Yourself from the Settlement</b>	If you choose not to accept the Settlement, you must submit a request for exclusion as described more fully below. You will not receive any portion of the \$9,500,000 Settlement Fund. However, you preserve your right to be a party to any <i>other</i> lawsuit against West or Kaplan for the violations alleged in <i>this</i> case.
<b>Object</b>	Tell the Court why you don’t like the Settlement, following the procedures described more fully below. If you exclude yourself from the Settlement, you may not object.
<b>Do Nothing</b>	By doing nothing in response to this Notice, you will not receive any portion of the \$9,500,000 Settlement Fund. However, you will release West and Kaplan from the claims more fully described below.

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The purpose of this Notice is to inform you that the District Court in this Action has preliminarily approved a Class for settlement purposes only and has authorized the giving of this Notice. For settlement purposes, the Class is defined as follows: *All persons and entities who paid for a BAR/BRI full-service bar review course from August 1, 2006, through and including February 28, 2011. Excluded from the Class are the Defendants in this litigation as well as all of their respective officers, directors, employees, and personnel, as well as all employees and personnel of any law firm that is counsel of record in this litigation to any Defendant.*

The District Court has not yet decided whether the proposed Settlement is fair, reasonable, adequate, and in the best interest of the Class, and thus has not decided whether the proposed Settlement should be approved. There will be a final fairness hearing (the "Hearing") at which the Court will consider objections, if any, to the proposed Settlement and will determine (a) whether the proposed Settlement should be approved and (b) whether to award attorney's fees and/or costs to Class Counsel. The Hearing will take place on \_\_\_\_\_, at \_\_\_\_\_m. in Courtroom 8 of the United States District Court, 312 North Spring Street, Los Angeles, California 90012.

Plaintiffs and Defendants have agreed to the Settlement described in this Notice. If you do not want to be part of the Settlement, you must timely exclude yourself as explained below. If you wish to object to the Settlement, you must timely submit your objection as explained below.

### **WHAT IS THIS CASE ABOUT?**

BAR/BRI provides full-service bar review courses throughout the United States aimed at assisting would-be attorneys to prepare to take one or more of the bar examinations that are required by each state and the District of Columbia before an attorney obtains a license to practice law. Plaintiffs alleged that BAR/BRI violated federal antitrust laws by agreeing with Kaplan to limit competition in the market for full-service bar review courses. West was the owner of BAR/BRI during the relevant period and is a Defendant for that reason. The other Defendant is Kaplan. Plaintiffs alleged that BAR/BRI agreed not to compete in the LSAT business and that Kaplan agreed not to compete in the bar review business, thereby allocating to BAR/BRI the market for full-service bar review courses in the United States and preventing a competitive bar review course from being marketed and sold.

Plaintiffs also alleged that BAR/BRI unlawfully acquired and maintained a monopoly in the market for full-service bar review courses in the United States and also conspired to monopolize that market, all through a variety of means. As a result, Plaintiffs alleged, competition in the relevant market was adversely affected.

On March 14, 2008, West moved to dismiss Plaintiffs' Complaint in its entirety; Kaplan joined in that motion. On April 10, 2008, the District Court dismissed Plaintiffs' complaint with prejudice. Plaintiffs appealed to the United States Court of Appeals for the Ninth Circuit. Following full briefing and oral argument, on October 9, 2008, the Court of Appeals ordered that the parties participate in mediation under the supervision of a Ninth Circuit Mediator. Thereafter, the parties conducted prolonged arm's length negotiations under the Ninth Circuit Mediator's supervision, who ultimately presented a Mediator's proposal to the parties. The terms and conditions of the Ninth Circuit Mediator's proposal were embodied in the Prior Settlement for \$5,285,000. As noted above, the District Court did not approve the Prior Proposed Settlement, at which point the Action was returned to the Court of Appeals. On November 7, 2011, the Court of Appeals reinstated Plaintiffs' Complaint but withheld returning the Action to the District Court, instead ordering the parties to continue utilizing the Ninth Circuit Mediator's assistance in negotiating an amended settlement. Accordingly, arm's length settlement negotiations resumed, including mediation under the supervision of a private mediator and the Ninth Circuit Mediator, leading ultimately to the proposed Settlement for \$9,500,000.

### **SETTLEMENT TERMS**

#### ***1. THE SETTLEMENT TERMS AND WHAT YOU WILL RECEIVE***

Defendants have agreed to pay the total sum of \$9,500,000 (the "Settlement Fund"), which sum shall be used to make distributions to and for the benefit of Class Members who submit properly completed and timely Claim Forms; to pay attorney's fees and expenses, as approved by the Court; to pay Incentive Awards to the Representative

Plaintiffs on account of their services in connection with this litigation, as approved by the Court; to pay the costs of providing Notice to the Class; to pay the fees and expenses of the Claims Administrator, as approved by the Court; and to pay the fees associated with the administration and maintenance of the Settlement Fund, as approved by the Court. ***IF YOU WANT TO RECEIVE A SHARE OF THE SETTLEMENT FUND, YOU MUST RETURN THE CLAIM FORM ATTACHED TO THIS NOTICE, POSTMARKED ON OR BEFORE [DATE].*** If you return your Claim Form and the Settlement is finally approved, you will be sent a check in an amount to be calculated by the Claims Administrator, calculated as described below.

**2. ATTORNEY'S FEES AND COSTS**

Class Counsel has reserved the right to petition the Court for a Fee Award of up to twenty percent (20%) of the Settlement Fund, as well as an Expense Award for the reimbursement of litigation expenses. The Court will determine whether to award attorney's fees and costs to Class Counsel. Class Members will not be personally responsible for any of the foregoing fees or costs.

**3. PAYMENT TO THE REPRESENTATIVE PLAINTIFFS**

Class Counsel will petition the Court for payments to the Representative Plaintiffs in an amount of up to \$20,000 in the aggregate.

**4. CALCULATION OF PAYMENTS TO CLASS MEMBERS**

After deducting the Fee Award, the Expense Award, the Incentive Awards, and an additional amount to be paid to the Claims Administrator for administering the Settlement (in an amount to be approved by the Court), the Settlement Fund will be paid to eligible Class Members who have timely submitted the enclosed Claim Form. Each such Class Member's Award will be calculated based on (a) the amount paid by each such Class Member as indicated on the Claim Form and (b) the number and amount of timely claims submitted by all Class Members. Each Class Member's Distribution Ratio will then be calculated by dividing his or her claim by all timely and valid claims. The Class Member's Award is the product of his, her, or its Distribution Ratio and the Settlement Fund (after deducting the Fee Award, the Expense Award, the Incentive Awards, and an additional amount to be paid to the Claims Administrator for administering the Settlement).

**RESULT OF THE SETTLEMENT**

**5. RELEASES**

Class Members who do not exercise their right to exclude themselves from the Settlement in whole or in part will release the Released Parties from any and all manner of claims, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever (including costs, expenses, penalties, and attorney's fees), known or unknown, suspected or unsuspected, in law or equity, whether class, individual, or otherwise in nature, that any Member of the Class who has not successfully excluded himself, herself, or itself from the Settlement (including any of their past, present or future officers, directors, agents, employees, employers, legal representatives, trustees, parents, associates, affiliates, licensees, subsidiaries, partners, creditors, heirs, executors, administrators, purchasers, predecessors, successors, and assigns, in their capacities as such) (collectively, "Releasing Persons"), ever had, now has, or hereafter can, shall, or may have, whether directly, representatively, derivatively, or in any other capacity, concerning or relating to any conduct alleged in the Complaint in the Action, and including without limitation all claims that have been asserted or could have been asserted in any litigation against the Released Parties or any of them for any conduct alleged in the Complaint in the Action (collectively with all claims referenced in the next paragraph, the "Released Claims"), whether or not a Releasing Person objects to the Settlement or submits a Claim Form. The "Released Parties" are West and Kaplan; their respective current and prior parent corporations, owners, affiliates, subsidiaries, divisions, predecessors, officer, directors, employees, agents, licensees, successors, assigns, creditors, insurers, administrators, heirs, executors, and legal or personal representatives; and their respective attorneys, accountants, consultants, and advisors.

**6. THE SETTLEMENT-APPROVAL PROCEDURE**

The District Court has preliminarily approved the Settlement. The District Court has also scheduled the final fairness Hearing, at which it will hear arguments in favor of and opposed to the Settlement. The District Court will also hear objections to the Settlement from Class Members who have notified the District Court in advance that such Class Members want to address the District Court at the Hearing. The Hearing will take place on \_\_\_\_\_ at \_\_\_\_\_ .m. in Courtroom 8 of the United States District Court, 312 North Spring Street, Los Angeles, California 90012. *It is not necessary for you to attend this Hearing.*

If you exclude yourself from the Class, you are not entitled to object to or comment on the Settlement or to speak at the Hearing. If you do not exclude yourself from the Settlement and you want to object to or comment about the Settlement, you must submit your comments in writing as described below. If you want to appear at the Hearing and address the District Court, you must indicate your intent to do so in writing as described below. If you do not comply with these procedures, you will not be entitled to object to or comment about the Settlement, to be heard at the Hearing, to contest the approval of the Settlement, or to appeal from any orders or judgments.

If the District Court approves the Settlement, the Court will enter a final judgment (the “Judgment”). The Judgment will bind all Class Members—except those who exclude themselves—and will release all Class Members’ settled claims as described in Section 5 of this Notice, above.

**7. YOUR OPTIONS**

***i. PARTICIPATE IN THE SETTLEMENT***

If you want to receive a payment, calculated by the Claims Administrator as explained above, *you must return the Claim Form included with this Notice to the Claims Administrator postmarked on or before \_\_\_\_\_ at the following address: \_\_\_\_\_.* Your interests as a Class Member will be represented by Class Counsel without charge to you. You may contact them at:

Alan Harris  
David Zelenski  
HARRIS & RUBLE  
6424 Santa Monica Boulevard  
Los Angeles, California 90038  
Telephone: (323) 962-3777  
Facsimile: (323) 962-3004

Perrin F. Disner  
1855 Camden Avenue, Suite 3  
Los Angeles, California 90025  
Telephone: (310) 742-7944  
Facsimile: (888) 544-5154

You may appear at the Hearing and address the Court regarding the Settlement if you file a notice of intent to appear with the Clerk of Court no later than [date] and serve a copy of your notice on Class Counsel and Defendants’ counsel postmarked no later than [date]. You may be represented by your own attorney at your own expense. If you wish to object or appear at the Hearing through your own attorney, your attorney must file an appearance with the Clerk of Court no later than [date] and serve a copy of the appearance on Class Counsel and Defendants’ counsel postmarked no later than [date]. Class Counsel can be served at the following addresses:

Alan Harris  
David Zelenski  
HARRIS & RUBLE  
6424 Santa Monica Boulevard  
Los Angeles, California 90038  
Telephone: (323) 962-3777  
Facsimile: (323) 962-3004

Perrin F. Disner  
1855 Camden Avenue, Suite 3  
Los Angeles, California 90025  
Telephone: (310) 742-7944  
Facsimile: (888) 544-5154

Counsel for Defendants can be served at the following addresses:

*Counsel for West*  
James F. Rittinger  
SATTERLEE STEPHENS BURKE BURKE  
230 Park Avenue  
New York, New York 10169

*Counsel for Kaplan*  
Stuart Senator  
MUNGER, TOLLES & OLSON LLP  
355 South Grand Avenue, 35th Floor  
Los Angeles, California 90071

**ii. REQUEST EXCLUSION FROM THE SETTLEMENT**

If you do not want to remain a Member of the Class, you must send a request for exclusion in writing to the Claims Administrator postmarked on or before \_\_\_\_\_ at the following address: \_\_\_\_\_. The request for exclusion must contain your name, address, and telephone number. In addition, it must state that you are requesting to exclude yourself from the Settlement in *Stetson, et al. v. West Publishing Corporation, et al.*, Case No. CV-08-00810 R, and it must be signed by you personally. By electing to be so excluded, (a) you will not receive the check generated by the Settlement, even if you would otherwise be entitled to it; (b) you will not be bound by any further order or judgments entered for or against the Class; (c) you will have no right to object to the Settlement or be heard at any hearing scheduled for the District Court's consideration of the Settlement; and (d) you may pursue any claims against Defendants that were asserted by Plaintiffs in this case by filing your own lawsuit at your own expense or by seeking to intervene in this lawsuit as an individual plaintiff at your own expense.

**iii. OBJECT TO THE SETTLEMENT**

If you do not exclude yourself from the Class, you will remain in the Class and may object to the Settlement. To object to the Settlement, the Fee Award, the Expense Award, or the Incentive Awards, you must file your objection in writing with the Clerk of Court on or before \_\_\_\_\_ at the following address: \_\_\_\_\_. You also must send copies of your objection to Class Counsel and Defendants' counsel, postmarked no later than [date]. Any objection must include your name, your address, the name and number of the case, and a statement of the reasons why you object to the Settlement. Class Counsel can be served at the following addresses:

Alan Harris  
David Zelenski  
HARRIS & RUBLE  
6424 Santa Monica Boulevard  
Los Angeles, California 90038  
Telephone: (323) 962-3777  
Facsimile: (323) 962-3004

Perrin F. Disner  
1855 Camden Avenue, Suite 3  
Los Angeles, California 90025  
Telephone: (310) 742-7944  
Facsimile: (888) 544-5154

Counsel for Defendants can be served at the following addresses:

*Counsel for West*  
James F. Rittinger  
SATTERLEE STEPHENS BURKE BURKE  
230 Park Avenue  
New York, New York 10169

*Counsel for Kaplan*  
Stuart Senator  
MUNGER, TOLLES & OLSON LLP  
355 South Grand Avenue, 35th Floor  
Los Angeles, California 90071

**iv. DO NOTHING**

If you do nothing in response to this Notice (*i.e.*, if you do not submit a Claim Form and do not to exclude yourself from the Settlement), you will not receive a check for your portion of the Settlement Fund. However, you will be bound by any judgment entered with respect to the Settlement, and you will release the Released Parties, as explained in Section 5 of this Notice, above.

**REQUESTING ADDITIONAL INFORMATION**

**8. HOW TO OBTAIN ADDITIONAL INFORMATION**

The foregoing is only a summary of the Action and the proposed Settlement. For more detailed information, you may review the pleadings on file in the Action, which pleadings may be inspected at the Clerk's Office, United States District Court, 312 North Spring Street, Los Angeles, California 90012. The Clerk will make the files from the Action available to you for inspection and copying at your own expense.

Copies of this Notice; the pleadings in the Action; the Stipulation and Settlement Agreement among Plaintiffs, West, and Kaplan; as well as other documents are available at [www.\[website\].com/documents](http://www.[website].com/documents).

Any questions you have concerning the Action, the Settlement, or this Notice should be directed to the Claims Administrator or to Class Counsel—not to Court personnel. You may contact the Claims Administrator at the following address: \_\_\_\_\_. *Please include the case name and number, your name, and your return address on any letters, not just on the envelopes. You can also obtain additional information by calling the Claims Administrator at the following toll-free number: \_\_\_\_\_.*

You may contact Class Counsel as follows:

Alan Harris  
David Zelenski  
HARRIS & RUBLE  
6424 Santa Monica Boulevard  
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1855 Camden Avenue, Suite 3  
Los Angeles, California 90025  
Telephone: (310) 742-7944  
Facsimile: (888) 544-5154

***DO NOT CONTACT THE COURT FOR INFORMATION ABOUT THE ACTION OR THE SETTLEMENT.***

***DO NOT CONTACT BAR/BRI FOR INFORMATION ABOUT BAR REVIEW COURSES YOU HAVE TAKEN, THE ACTION, OR THE SETTLEMENT.***

If this Notice was forwarded by the Postal Service, or if it was sent to you at an address that is not your current address, you should immediately send the Claims Administrator, at [address], a letter of correction that states your past and current addresses, as well as the case name and number.

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