

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

NICHOLAS SELBE, DANIEL GHYCZY,
MAKAELA O'CONNELL, and ANNIYA
LOUIS on behalf of themselves and others
similarly situated,

Plaintiffs,

v.

PEAK CAMPUS MANAGEMENT, LLC,
Defendant.

Case No. 3:14-cv-3238-MMC

CONSENT TO JOIN

COLLECTIVE ACTION

I hereby consent to be a collective action group plaintiff in the above-referenced action under the Fair Labor Standards Act, 29 U.S.C. § 216 *et seq.*, (the "FLSA") seeking alleged unpaid minimum wages, improper wage deductions and/or credits, reimbursement of employer costs, liquidated damages, attorneys' fees, costs and other relief arising out of my employment with Peak Campus Management, LLC and any other associated parties.

I authorize David, Kamp & Frank, L.L.C., Kingsley and Kingsley, APC, and the attorneys associated with such firms as well as any successors or assigns, to represent me as to my claims under the FLSA by joining my claims to the above-referenced existing lawsuit currently filed against Defendant. I further authorize counsel specified herein to make such further decisions with respect to the conduct and handling of this lawsuit, including the settlement thereof, as they deem appropriate or necessary. By signing and returning this consent to join, I understand that, if accepted for representation, I will be represented by the above attorneys without prepayment of costs or attorneys' fees. I understand that the attorneys may petition the court for an award of fees and costs to be paid as part of a judgment or to be paid from or as a part of a settlement if a settlement is reached with Defendant. I also understand that costs expended and fees due to the attorneys representing the plaintiffs may be deducted from my settlement or judgment amount on a pro rata basis with all other plaintiffs. I consent to attorneys' fees of up to 40% of any settlement fund or judgment, although I understand that the exact amount actually awarded is within the sole discretion of the court. I understand and agree that any attorneys' fees will be divided 75% to David, Kamp, & Frank, L.L.C. and 25% to Kingsley and Kingsley, APC. I understand that all attorneys' fees are "contingent fees," meaning that if no recovery is made from Defendant, I will not owe any attorneys' fees to David, Kamp & Frank, L.L.C. or Kingsley and Kingsley, APC.

I worked for Peak Campus in a "work for rent" position from on or about _____ to on or about _____. Check here [] if you are a current employee.

Full Name: _____

Signature: _____

Date: _____

CLIENT INFORMATION

Name: _____

Address: _____

Phone: _____

Email: _____

Last Four Digits of Social Security Number: _____
(must be included for verification)

Peak Campus location where you worked

Name of community: _____

Street Address *(if known)*: _____

City/State/Zip *(if known)*: _____

Dates of Employment with Peak Campus

Start: _____ End: _____

**IF YOU DO NOT RECEIVE AN EMAIL FROM PLAINTIFFS' COUNSEL
CONFIRMING RECEIPT OF YOUR FORM, PLEASE CONTACT US AT
ALLSTAR@DAVIDKAMPFRANK.COM or 757-595-4500.**