

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

CHANEL ADAVENAIXX, individually and
on behalf of all similarly situated,

Plaintiff,

v.

HOWARD UNIVERSITY,

Defendant.

No. 1:23-cv-00663-DLF

**DECLARATION OF THOMAS J. McKENNA IN SUPPORT OF PLAINTIFF'S
MOTION FOR ATTORNEYS' FEES, COSTS, EXPENSES, AND INCENTIVE AWARD**

I, Thomas J. McKenna, declare as follows:

1. I am a partner at Gainey McKenna & Egleston, Co-Lead Counsel for Plaintiff Chanel Adavenaixx ("Plaintiff") and Settlement Class Counsel in the above-captioned matter. I have been admitted *pro hac vice* to practice in this Action. ECF No. 18.

2. I respectfully submit this Declaration in support of Plaintiff's Motion for Attorneys' Fees, Costs, Expenses, And Incentive Award. I have personal knowledge of the facts set forth herein and, if called upon to testify, I could and would testify competently thereto.

3. My firm seeks attorneys' fees and reimbursement of expenses for the work performed as Co-Lead Counsel for Plaintiff in connection with the above-captioned Action and settlement of the claims brought on behalf of the Class. My firm undertook this representation on a wholly contingent basis, with the understanding that we would receive no compensation, and our expenses would not be reimbursed, unless our efforts resulted in the recovery for the Class. None of the attorneys' fees and expenses submitted to this Court have been paid from any source nor have they been the subject of any prior request or prior award in any litigation or other proceeding.

4. The Settlement achieved here, after three and a half years of litigation, will result in a substantial common fund of \$2,073,680 for the benefit of Class Members who otherwise would potentially receive nothing. This substantial recovery will be shared with all Class Members who paid any tuition or fees during the Spring 2020 Semester.

5. I can confirm that, at the time of making this declaration, my firm has not received any objections filed by any Class Member(s), nor am I aware of any objections having been filed with Bursor & Fisher, P.A., my firm's co-counsel, or on the Court's docket.

6. My firm has significant experience in this type of class action litigation and have achieved substantial results in cases of similar size, complexity, and scope, as reflected in my firm's résumé, attached hereto. Pertinently, my firm has successfully obtained settlements for students in other COVID-19 college closure cases such as this one, including but not limited to: *Kincheloe v. University of Chicago, et al.*, No. 20-cv-03015 (N.D. Ill.); *Flatscher v. The Manhattan School Of Music*, Case No.: 20-cv-4496 (S.D.N.Y.); and *In re Columbia University Tuition Refund Action*, Case No. 1:20-cv-03208-JMF (S.D.N.Y.).

7. My firm has also been recognized by courts across the country for its expertise in these types of actions. (*See* Ex. A (firm résumé)); *see also Harris v. Amgen Inc.*, 2017 U.S. Dist. LEXIS, at *14 (C.D. Cal. Apr. 4, 2017) (“Here, [Gainey McKenna & Egleston] have extensive experience in class action litigation ... and have litigated a number of noteworthy ... class actions.”); *Casper v. Song Jinan*, 2012 U.S. Dist. LEXIS 127821, at *10 (S.D.N.Y. 2012) (“We find that [Gainey McKenna & Egleston] has the experience and resources necessary to adequately litigate this case.”); *Kux-Kardos v. VimpelCom Ltd.*, 151 F.Supp.3d 471, 479 (S.D.N.Y. 2016) (“Gainey McKenna & Egleston [...] is qualified, experienced and generally able to conduct the litigation.”).

8. Beginning in March 2020, my firm commenced a pre-suit investigation of Defendant's practices related to COVID-19 campus closures, price differentials between in-person versus online education options, and refunds or discounts of tuition and fees in light of COVID-19 campus closures.

9. On October 7, 2020, Plaintiff filed a putative class action against Howard University ("Howard"), seeking a partial refund of tuition and certain mandatory fees paid for the second half of the Spring 2020 semester following Howard's transition from in-person to remote educational instruction in response to the Novel Coronavirus Disease 2019 ("COVID-19") pandemic. Plaintiff asserted claims for breach of contract and unjust enrichment, among others. *See Adavenaixx v. Howard Univ.*, No. 1:20-cv-02872-TJK (D.D.C) (ECF No. 1) ("*Adavenaixx I*").

10. *Adavenaixx I* was filed four (4) months after a different plaintiff (represented by Co-Lead Counsel in this case), filed *Payne v. Howard Univ.*, Case No. 1:20-cv-01314 (D. Md.), later transferred to this District and assigned Case No. 1:20-cv-03792-DLF (D.D.C) ("*Payne Action*"), another putative class action asserting similar claims and seeking tuition and fee refunds for the second half of the Spring 2020 semester. Plaintiff Adavenaixx and our law firm agreed to work cooperatively with Plaintiff Payne and Co-Lead Counsel in prosecuting the first-filed *Payne Action*. Accordingly, on December 4, 2020, Plaintiff voluntarily dismissed *Adavenaixx I* without prejudice before Howard filed its responsive pleading. *Adavenaixx I*, at ECF No. 9.

11. After the Court denied in part Howard's Rule 12(b)(6) motion in the *Payne Action*, the Parties entered into a brief stay pending the outcome of appeals in other COVID-19 tuition litigation (*Shaffer v. George Washington University*, No. 21-7040 (D.C. Cir.), and *Qureshi v. American University*, No. 21-7064 (D.C. Cir.)). Thereafter, per the appellate court's orders, the dismissals of the complaints in the *George Washington* and *American University* actions were

reversed and the matters remanded to the lower court for further proceedings, with the Circuit holding that the plaintiffs had pled claims for breach of implied contract and, in the alternative, for unjust enrichment. *Shaffer v. George Washington University*, 27 F.4th 754 (D.C. Cir. 2022). Following this, the *Payne* Action proceeded to discovery.

12. On August 4, 2022, Howard provided written responses to Plaintiff Payne's first set of twenty (20) interrogatories and first set of twenty-six (26) document requests. On January 23, 2023, after several meet-and-confers addressing Howard's written responses, Howard made its initial production of documents.

13. On January 25, 2023, Howard served its first set of interrogatories and document requests on Mr. Payne. Mr. Payne did not respond to Howard's discovery requests, and instead, on April 10, 2023, moved to voluntarily dismiss his case because he had filed a petition for bankruptcy and obtained a bankruptcy discharge during the pendency of the proceedings. On April 12, 2023, the Court granted Payne's motion to dismiss.

14. On March 10, 2023, Plaintiff Adavenaixx filed this putative class action against Howard for similar claims as asserted in *Adavenaixx I* and the *Payne* Action. ECF No. 1. On June 5, 2023, Howard filed its Answer in this Action. ECF No. 12. Following this, the Parties started to engage in formal discovery and entered into Confidentiality Agreements and Discovery Agreements. ECF Nos. 16-17. The Parties to this Action subsequently agreed, in order to avoid duplication, that some of the discovery previously exchanged in the *Payne* Action could be used in this action. ECF No. 21.

15. On September 27, 2023, this Action was referred to mediation (ECF No. 22), and on November 7, 2023, the Parties engaged in a full day mediation with the assistance of Magistrate

Judge G. Michael Harvey. At the conclusion of the mediation session, the Parties agreed to a \$2,073,680 payment to settle the Action, subject to Court approval.

16. Plaintiff believes that the claims asserted in the Action have merit. Nonetheless, Plaintiff and her counsel recognize that Howard raised factual and legal defenses in the Action that present a risk that Plaintiff may not prevail at class certification, at summary judgment, at trial, or on appeal. Plaintiff and her counsel have also taken into account the costs, risks, and delays associated with the continued litigation of the Action, including litigating any appeals issued by this Court. Therefore, Plaintiff and her counsel believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred under the terms and conditions set forth in the Settlement.

17. Howard denies all allegations of wrongdoing, fault, liability or damage to the Class Representative and the Settlement Class, and denies that it acted improperly or wrongfully in any way in temporarily transitioning to remote instruction in response to the COVID-19 pandemic.

18. Nevertheless, taking into account the uncertainty and risks inherent in litigation generally and the benefits that current and former students will receive from a negotiated settlement, Howard considers it desirable to resolve the Action on the terms and conditions stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that the Settlement on the terms and conditions set forth herein is in Howard's best interests.

19. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue in the Action, Class Counsel and Howard's Counsel have concluded that the terms and conditions of the Settlement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class Members, and that it is in the best interests of the Settlement

Class Members to settle the claims raised in the Action under the terms and conditions set forth in the Settlement.

20. Counsel prepared and filed their motion for preliminary approval of the Settlement Agreement. On June 18, 2024, the Court granted preliminary approval of the Settlement Agreement. ECF No. 38.

21. During and since that time, Class Counsel has worked with the Settlement Administrator to administer the Notice Plan, has communicated with numerous Class Members on their rights, and has been working towards the Fairness Hearing that is scheduled before the Court on October 1, 2024 at 11:00 a.m. at the U.S. District Court for the District of Columbia, 333 Constitution Avenue N.W., Washington D.C. 20001.

22. The resulting Settlement creates a \$2,073,680 settlement fund, which will be used to pay all approved claims by Settlement Class Members, notice and administration expenses, Court-approved incentive awards to Plaintiff, and attorneys' fees, costs, and expenses to Class Counsel to the extent awarded by the Court.

23. Pursuant to the terms of the Proposed Settlement, Settlement Class Members (which consist of current and former Howard students) will automatically receive a *pro rata* share of the Settlement Amount, unless they exclude themselves from the Settlement. The equal payment for each Settlement Class Member will be calculated by dividing the available Settlement Fund by the number of Settlement Class Members, as determined by the Settlement Administrator based on the Class List provided by Defendant.

24. Settlement Class Members will have the ability to opt via an election form to receive their payment by check, Venmo, or pre-paid Visa card. In the event a Settlement Class Member does not submit an Election Form, the Settlement Class Member will receive a payment

in the form of a check sent to the Settlement Class Member's last known address.

25. The parties agreed to the terms of the Settlement through experienced counsel who possessed all the information necessary to evaluate the case, determined all the contours of the proposed class, and reached a fair and reasonable compromise after negotiating the terms of the Settlement at arms' length.

26. Plaintiff and Class Counsel recognize that despite our belief in the strength of Plaintiff's claims, and Plaintiff's and the Class' ability to secure an award of damages, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain. Thus, the Settlement secures a more proximate and more certain monetary benefit to the Class than continued litigation.

27. Plaintiff and Class Counsel are also mindful that absent a settlement, the success of Defendant's various defenses in this case could deprive the Plaintiffs and the Settlement Class Members of any potential relief whatsoever. Indeed, a number of courts across the country have granted motions for summary judgment in favor of university defendants. *See Randall v. University of the Pacific*, 2022 WL 1720085 (N.D. Cal. May 28, 2022); *Choi v. Brown University*, 2022 WL 843762 (D.R.I. Mar. 22, 2022); *Berlanga et al v. University of San Francisco*, Case No. CGC-20-584829 (Ca. Super. Ct. San Fran. Cnty.) (July 19, 2022 Order, granting summary judgment for defendant on all counts except California's UCL); *Zwiker v. Lake Superior State Univ.*, 2022 WL 414183 (Mich. Ct. App. Feb. 10, 2022) (affirming trial court grant of motions for summary disposition in three consolidated matters).

28. Defendant is also represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case. Plaintiff and Class Counsel are also aware that Defendant was initially partially successful in its

arguments on the motion to dismiss. Defendant then filed a motion to certify an appeal pursuant to 28 U.S.C. § 1292(b) which was granted, to allow it to appeal the portion of the decision with which it disagreed. Looking forward, Plaintiff still had the obstacle of certifying a class. Moreover, Defendant would likely file a motion for summary judgment as well as motions to strike expert testimony. In addition, even if Plaintiff's motion for class certification was granted, Defendant could file a Petition for Permission to Appeal Pursuant to Fed. R. Civ. P. 23(f). Looking beyond trial, Plaintiffs are aware that Defendant could appeal the merits of any adverse decision. Thus, there was a significant risk of delay in achieving final resolution of this matter.

29. From the inception of the matter through August 26, 2024, my firm devoted 431.60 hours to the litigation, representing total lodestar of \$354,523.25. My firm's lodestar was prepared from contemporaneous, daily time records prepared and maintained by the firm. My firm's hourly rates, as reflected in the chart in paragraph five below, are my firm's usual and customary rates. These rates are set based on market rates for attorneys of comparable skill and experience, and they have been approved by federal and state courts throughout the nation. *See* Exhibit A attached hereto (firm résumé).

30. The chart below summarizes the hours, hourly rates, and lodestar of each Gainey McKenna & Egleston professional who worked on this matter:

NAME		HOURS	RATE	LODESTAR
Thomas J. McKenna	P	239.30	\$895	\$214,173.50
Gregory M. Egleston	P	130.50	\$875	\$114,187.50
Christopher M. Brain	ASE	35.80	\$550	\$19,690.00
Noemi Rivera	SP	17.05	\$295	\$5,029.75
Michael Frieri	PL	2.00	\$200	\$400.00
Christopher Gutierrez	PL	6.95	\$150	\$1,042.50
Grand Total		431.6		\$354,523.25

Partner (P)

Associate (ASE)

Senior Paralegal (SP)

Paralegal (PL)

31. I supervised and worked directly with the attorneys and other professional staff who billed time to this matter. I can aver that the hours reported and the work they reflect were reasonably necessary to the successful commencement, prosecution, and settlement of the Action. This time was spent investigating the underlying claims and factual allegations, drafting the complaints, briefing and/or arguing the motion to dismiss and motion for judgment on the pleadings, and requesting discovery and reviewing responses.

32. The hourly billing rates at my firm are customary and in line with those utilized by attorneys in the non-contingent market of similar skill and expertise, which I have become familiar with through, *inter alia*, litigating fee applications across the country, discussing fees with attorneys, reviewing attorneys' fees applications and awards in other cases, and by reviewing surveys and articles regarding customary billing rates. Indeed, the hourly billing rates utilized at my firm have been approved as reasonable by various courts in similar litigation and is further supported by several surveys of legal rates. *See, e.g.*, Fisher Decl. at ¶¶ 34-35, Exs. B-K.

33. My firm's rates have been deemed reasonable by Courts across the country, for similar litigation, including in other college tuition refund cases, for example: (i) *In re Columbia University Tuition Refund Action*, Case No. 20-cv-03208-JMF (S.D.N.Y. 2022) (final approval awarding the full requested fee amount); (ii) *Kincheloe v. University of Chicago, et al.*, No. 20-cv-03015 (N.D. Ill. 2024) (final approval awarding the full requested fee amount); (iii) *Flatscher v. The Manhattan School Of Music*, Case No.: 20-cv-4496 (S.D.N.Y. 2022) (final approval awarding the full requested fee amount); (iv) *In re Stock Exchs. Options Trading Antitrust Litig.*, 2006 U.S. Dist. LEXIS 87825, at *34 (S.D.N.Y. 2006) ("the Court is satisfied that the rates enumerated in the affidavits are reasonable."); (v) *Dudenhoeffer v. Fifth Third Bancorp*, 2016 U.S. Dist. LEXIS 187039 (S.D. Ohio 2016) (final approval awarding the full requested fee amount as "fair and

reasonable.”); and (vi) *In re NetSol Techs., Inc. Sec. Litig.*, 2016 U.S. Dist. LEXIS 193924 (C.D. Cal. 2016) (final approval awarding the full requested fee amount).

34. My firm incurred a total of \$2,094.44 in unreimbursed expenses in connection with the Action and negotiating and seeking approval of the Settlement, as summarized in the chart below:

DISBURSEMENT	TOTAL
Telephone and Facsimile	\$ 144.04
Computer Research/Services	\$ 211.26
Photocopying/Reproduction	\$ 176.60
Postage/FedEx/UPS	\$ 12.54
Travel/Hotel/Meals*	\$ 1,550.00
Total	\$ 2,094.44

(*Includes estimated expenses re: travel to Fairness Hearing on October 1, 2024).

35. These expenses are reflected in records maintained by my firm in the ordinary course of business. These records are prepared from expense vouchers, invoices, and other records submitted contemporaneously as they are incurred. I have reviewed the expense records in detail and can aver that they were reasonably necessary for the effective and efficient prosecution and resolution of the Action, and they are reasonable in amount.

36. Finally, Plaintiff Chanel Adavenaixx expended significant time and effort throughout this litigation and her efforts were nothing short of instrumental in achieving the Settlement on behalf of the Class. Plaintiff, aware of the responsibilities she was taking on as a named plaintiff against her *alma mater*, exposed herself to the scrutiny of being a named plaintiff and sought to remedy what she believed to be a university-wide wrong and has conferred valuable benefits upon their fellow class members.

37. In doing so, Plaintiff provided a valuable service to the class by: (i) reviewing and investigating claims against the University; (ii) communicating with Class Counsel in connection with the investigation of the claims and the preparation of the original class action complaint, the

second filed complaint, and the filing of each one; (iii) reviewing public records and other documents such as University-related documents and other materials in connection with the case against Defendant; (iv) following news stories about the University and the closure of the campus and alerting Class Counsel to any that seemed relevant; (v) reviewing and approving all complaints filed on her behalf and other pleadings and documents filed in the action and discussions with Class Counsel in connection therewith; (vi) cooperating in the prosecution of the *Payne Action* (vii) receiving regular update communications with counsel concerning the status and strategy of the action; (viii) searching her own files for University-related documents and sending what she found to Class Counsel; (ix) engaging in communications with Class Counsel about the settlement negotiations and mediation efforts Class Counsel were conducting with the University's counsel in an to attempt to settle this action; (x) reviewing and approving the terms of the proposed settlement; and (xi) reviewing the written settlement documents and the motion papers to this Court seeking preliminary approval to this settlement. Without her efforts, the Class would not have achieved any recovery whatsoever. As a result of her efforts and commitment to this litigation, Plaintiff is deserving of the requested Class Representative Award.

38. As set forth in my firm's résumé, a true and correct copy of which is attached hereto as **Exhibit A**, the attorneys primarily responsible for participating in the prosecution of the above captioned action are experienced and skilled advocates.

39. Attached hereto as **Exhibit B** is a true and correct copy of the Stipulation of Settlement in *Ninivaggi et al. v. University of Delaware*, Case No. 1:20-cv-01478-SB (D. Del. Jun. 7, 2023)

40. Attached hereto as **Exhibit C** is a true and correct copy of the Order Granting Final Approval of Settlement in *D'Amario v. The Univ. of Tampa*, No. 7:20-cv-03744 (S.D.N.Y. Oct. 18, 2022).

41. Attached hereto as **Exhibit D** is a true and correct copy of the Order Granting Final Approval of Settlement in *Metzner v. Quinnipiac Univ.*, No. 3:20-cv-00784-KAD (D. Conn. Apr. 10, 2023).

42. Attached hereto as **Exhibit E** is a true and correct copy of the Order Granting Final Approval of Settlement in *Martin v. Lindenwood Univ.*, No. 4:20-cv-01128 (E.D. Mo. May 11, 2022).

43. Attached hereto as **Exhibit F** is a true and correct copy of the Order Granting Final Approval of Settlement in *Fittipaldi v. Monmouth Univ.*, No. 3:20-cv-5526 (D.N.J. Dec. 30, 2022).

44. Attached hereto as **Exhibit G** is a true and correct copy of the Order Granting Final Approval of Settlement in *In re Columbia Univ. Tuition Refund Action*, No. 1:20-cv-03208 (S.D.N.Y. Mar. 29, 2022).

45. Attached hereto as **Exhibit H** is a true and correct copy of the Order Granting Final Approval of Settlement in *Espejo, et al. v. Cornell Univ.*, No. 3:20-cv-00467-MAD-MIL (N.D.N.Y. Dec. 13, 2023).

46. Attached hereto as **Exhibit I** is a true and correct copy of the Order Granting Final Approval of Settlement in *Kincheloe v. University of Chicago, et al.*, No. 20-cv-03015 (N.D. Ill. May 23, 2024).

47. Attached hereto as **Exhibit J** is a true and correct copy of the Order Granting Final Approval of Settlement in *Flatscher v. The Manhattan School Of Music*, No.: 20-cv-4496 (S.D.N.Y. Sep. 8, 2023).

48. Attached hereto as **Exhibit K** is a true and correct copy of the Order Granting Final Approval of Settlement in *Botts v. The John Hopkins University*, No. 1:20-cv-01335-JRR (D. Md.).

49. Attached hereto as **Exhibit L** is a true and correct copy of the Order Granting Final Approval of Settlement in *Qureshi, et al. v. American Univ.*, No. 1:20-CV-01141-CRC (D.D.C. May 7, 2024).

50. Attached hereto as **Exhibit M** is a true and correct copy of the Order Granting Final Approval of Settlement in *Wnorowski v. Univ. of New Haven*, No. 3:20-cv-01589 (D. Conn. Oct. 11, 2023).

51. Attached hereto as **Exhibit N** is a true and correct copy of the Order Granting Final Approval of Settlement in *Ford v. Rensselaer Polytechnic Institute*, No. 1:20-cv-00470-DNH-CFH (N.D.N.Y. Jan. 9, 2024)

52. Attached hereto as **Exhibit O** is a true and correct copy of the Order Granting Final Approval of Settlement in *Pfeifer, et al. v. Loyola University of Chicago*, Case 20-cv-03116 (N.D. Ill. 2024).

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 9th day of September 2024, at New York, NY.


Thomas J. McKenna

EXHIBIT A

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FIRM RÉSUMÉ

I. Introduction

Gainey McKenna & Egleston (the “Firm”) is based in New York and New Jersey and litigates throughout the country in both state and federal court. Members of the Firm have been engaged in the practice of law for over thirty years. The Firm concentrates its practice on civil litigation of all types and especially in class action litigation on behalf of investors, consumers and small businesses.

The Firm has broad experience in the following areas: breach of fiduciary duty claims under the Employee Retirement Income Security Act of 1974 (“ERISA”), securities, shareholder derivative, consumer fraud and other types of complex commercial and tort litigation. The Firm also has experience in federal and state minimum wage laws, overtime laws or other employment laws regulating the payment of wages and benefits to employees.

Many of the Firm’s cases involve multi-district litigation. The Firm is experienced in, and thoroughly familiar with, all aspects of complex litigation, including the underlying substantive law, the procedures recommended in the Manual for Complex Litigation and the substance and procedure of class certification.

The Firm’s approach to each case is the same. It presents an aggressive position for its clients and uses all available resources necessary to achieve the best possible outcome for its clients. In short, the Firm works hard to produce victories for its clients and takes pride in providing a high level of legal service. It also develops a strong working relationship with its clients and will do whatever it takes within the bounds of the law to get results.

The Firm was formed with the goal of combining the experience gained through practicing law at large firms with the closeness, flexibility and attention to detail that characterize many smaller firms. In essence, the Firm has designed itself to be able to handle both large and small matters, offering what we believe our clients want most: quality legal work with an emphasis on communication.

We also represent plaintiffs and defendants in a variety of complex civil and commercial litigations, including real estate and business disputes, breach of contract and commercial disputes, employment cases (discrimination, harassment, wrongful termination), insurance coverage disputes, professional malpractice (accounting, legal and medical), products liability, and personal injury lawsuits.

The Firm recently made law in the field of ERISA with its successful prosecution of an appeal to the United States Supreme Court wherein the Court struck down a “presumption of prudence” that lower courts had been using to protect the actions of fiduciaries of employer retirement plans who imprudently invested in company stock for the retirement plan. In the case, *Fifth Third Bancorp v. Dudenhoeffer*, 134 S. Ct. 2459 (2014), the Firm argued with co-counsel that the presumption was illegitimate and had no place in the ERISA statutory framework. The Supreme Court agreed.

We have also been retained strictly as trial counsel in many matters. Members of the Firm are admitted to practice in all the courts of the State of New York, New Jersey, Pennsylvania, and Connecticut as well as in the United States Supreme Court, the United States District Court for the Southern District of New York, the United States District Court for the Eastern District of New York, the United States District Court of New Jersey, United States District Court for the Eastern District of Pennsylvania, the United States District Court of Connecticut, the United States Court of Appeals for the Second Circuit, Fifth Circuit, Sixth Circuit, Eighth Circuit, Ninth Circuit and Eleventh Circuit. Members of the firm have also been admitted *pro hac* vice in a number of other state and federal jurisdictions.

II. Notable Achievements

Below are just some of the cases the attorneys at the Firm have successfully prosecuted by producing a recovery for their clients:

- *In re Columbia University Tuition Refund Action*, Civil Action No.: 1:20-cv-03208 (S.D.N.Y.) (Co-Lead Counsel in Consumer Class Action)(Recovery of \$12.5 million for class of Columbia University students regarding denial of services during Covid-19 college campus closure);
- *Dudenhoeffer, et al. v. Fifth Third Bancorp., et al.*, Civil Action No.: 08-cv-538 (S.D. Ohio) (Co-Lead Counsel in ERISA Class Action) (Recovery of \$6,000,000 in cash and structural relief to the 401(k) Plan);
- *Borboa, et al. v. Theodore L. Chandler, et al.*, Case No.: 3:13-cv-844-JAG (E.D. Va.) (counsel in ERISA Class Action) (Recovery of \$5 million for the employees’ 401(k) plan);

- *Klein v. Gordon et al.*, Civil Action No.: 8:17-cv-00123-AB (C.D. Cal.) (Court Appointed Interim Lead Counsel in Derivative Action) (settlement achieved on behalf of Opus Bank consisting of corporate governance reforms);
- *In re CytRx Corporation Stockholder Derivative Litigation II*, Civil Action No.: C.A. No. 11800-VCMR (Chancery Delaware) (*de facto* Co-Lead Counsel in Derivative Action) (settlement achieved on behalf of CytRx Corp. consisting of corporate governance reforms);
- *Floridia et al v. Dolan, et al.*, Civil Action No.: 14-cv-03011 (D. Minn.) (Lead Counsel in securities fraud Class Action) (settled for \$2.1 million for benefit of class);
- *In re Wilmington Trust Corp. ERISA Litig.*, Civil Action No.: 10-cv-001114-SLR (D. Del.) (Co-Lead Counsel in ERISA Class Action) (Recovery of \$3 million for the employees' 401(k) plan);
- *In re Schering-Plough Corp. Enhance ERISA Litig.*, Civil Action No.: 08-cv-1432 (D.N.J.) (Co-Lead Counsel in ERISA Class Action) (recovery of \$12.25 million for the employees' 401(k) plan);
- *In re Popular Inc. ERISA Litig.*, Master File No.: 09-cv-01552-ADC (D. P.R.) (Co-Lead Counsel in ERISA Class Action) (recovery \$8.2 million for the employees' 401(k) plan);
- *Salvato v. Zale Corp., et al.*, Civil Action No.: 06-cv-1124 (N.D. Tex.) (Co-Lead Counsel in ERISA Class Action) (recovery of \$7 million for the employees' 401(k) plan);
- *In re General Growth Properties, Inc. ERISA Litig.*, Master File No.: 08-cv-6680 (N.D. Ill.) (Co-Class Counsel for the Settlement Class in ERISA class action) (recovery of \$5.75 million for the employees' 401(k) plan);
- *Morrison v. MoneyGram Int'l, Inc., et al.*, Civil Action No.: 08-cv-1121 (D. Minn.) (Lead Counsel in ERISA Class Action) (recovery of \$4.5 million for the employees' 401(k) plan);
- *Jennifer Taylor v. Monster Worldwide, Inc.*, Civil Action No.: 06-cv-8322 (AKH) (S.D.N.Y.) (Co-Lead Counsel in ERISA Class Action) (recovery of \$4.25 million for the employees' 401(k) plan);
- *Boyd, et al. v. Coventry Health, et al.*, Civil Action No.: 09-cv-2661 (D. Md.) (Co-Lead Counsel in ERISA class action) (recovery \$3.6 million for the employees 401(k) plan);

- *Singh v. Tri-Tech Holdings, Inc.*, Civil Action No.: 13-cv-09031 (Co-Lead Counsel in securities fraud Class Action) (settled for \$975,000 for benefit of class);
- *Shane v. Kenneth E. Edge, et al.*, Civil Action No.: 10-cv-50089 (N.D. Ill.) (Co-Lead Counsel in ERISA Class Action) (recovery of \$3.35 million for the employees' 401(k) plan);
- *Thurman v. HCA, Inc., et al.*, Civil Action No.: 05-cv-01001 (M.D. Tenn.) (Co-Lead Counsel in ERISA Class Action) (recovery of \$3 million for the employees' 401(k) plan);
- *Bagley, et al., v. KB Home, et al.*, Civil Action No.: 07-cv-1754 (C.D. Cal.) (Co-Lead Counsel in ERISA Class Action) (recovery \$3 million for the employees' 401(k) plan);
- *Maxwell v. Radioshack Corp., et al.*, Civil Action No.: 06-cv-499 (N.D. Tex.) (Co-Lead Counsel in ERISA class action) (recovery of \$2.4 million for the employees' 401(k) plan);
- *In re MBNA Corp. ERISA Litig.*, Master Docket No.: 05-cv-429 (D. Del.) (Class Counsel in ERISA Class Action) (recovery of \$4.5 million for the employees' 401(k) plan);
- *In re Guidant Corp. ERISA Litig.*, Civil Action No.: 05-cv-1009 (S.D. Ind.) (recovery of \$7 million for the employees' 401(k) plan);
- *In re ING Groep, N.V. ERISA Litig.*, Master File No.: 09-cv-00400 (N.D. Ga.) (Co-Counsel in ERISA Class Action) (recovery of \$3.5 million for the employees' 401(k) plan);
- *In re Netsol Technologies, Inc.*, Civil Action No.: 14-cv-05787 (C.D. Cal.) (Lead Counsel in securities fraud Class Action) (settled for \$850,000 for benefit of class).

III. The Firm Serving As “Lead,” “Co-Lead” or “Counsel”

The Firm has significant experience in prosecuting complex cases, including consumer class action, class actions under ERISA involving breach of fiduciary duty, securities fraud class actions, derivative cases and transactional matters. By way of example, the following are some of the other cases the Firm has been involved in serving as “Lead or “Co-Lead” Counsel:

Consumer Actions

- *In re Columbia University Tuition Refund Action*, Civil Action No.: 1:20-cv-03208 (S.D.N.Y.) (Court Appointed Co-Lead Counsel);

- *In re Columbia College Rankings Action*; Civil Action No.: 1:22-cv-05945-PGG (S.D.N.Y.) (Court Appointed Co-Lead Counsel);
- *Flatscher v. The Manhattan School of Music*, Civil Action No.: 1:20-cv-4496 (S.D.N.Y.) (Counsel for the Proposed Class);
- *Kincheloe v. University of Chicago et al*, Civil Action No.: 1:20-cv-03015 (N.D. Ill.) (Court Appointed Co-Lead Counsel);
- *Cuevas v. California Baptist University*, Action No.: CVRI2000805 (C.A. Sup. Ct., Riverside Cty) (Co-Counsel for the Proposed Class);
- *Adavenaixx v. Howard University*, Civil Action No.: 23-cv-663 (D.C.) (Counsel for the Proposed Class);
- *Lam v. University of Florida, et al.*, Case No. 2021 CA 1026 (8th Jud. Cir., Alachua Cty., Fl.) Removed to Federal Court, Civil Action No. 21-cv-00137 (N.D. Fl. – Remanded (Counsel for the Proposed Class);
- *Broer v. Florida State University, et al.*, Case No.: 2021 CA 000859 (2nd Jud. Cir., Leon Cty., Fl.) Removed to Federal Court, Civil Action No.: 4:21-cv-00328 (N.D. Fl. – Remanded (Counsel for the Proposed Class);
- *Rivadeneira v. University of South Florida, et al.* Case No.: 2021 CA 3148 (13th Jud. Cir., Hillsborough Cty., Fl.) Removed to Federal Court, Civil Action No.: 21-cv-01925, (M.D. Fl.) (Counsel for the Proposed Class);
- *Garcia v. Florida International University, et al.*, Case No.: 2021 CA 010899 (11th Jud. Cir., Miami-Dade Cty. Fl.) Removed to Federal Court, Civil Action No.: 21-cv-22988, (S.D. Fl.) (Counsel for the Proposed Class);
- *Levine v. Santa Fe College, et al.* Case No. 01 2021 CA 001012 (8th Jud. Cir., Alachua Cty., Fl.) (Counsel for the Proposed Class);
- *De Moura Neves v. Broward College*, Case No.: CACE21008446 (17th Jud. Cir. Broward Cty., Fl.) (Counsel for the Proposed Class);
- *Loeb v. The Curators of the University of Missouri*, Case No.: 20BA-CV02127 (13th Jud. Cir., Boone Cty, MO) (Counsel for the Proposed Class);
- *Placko, et al., v. The University of Illinois, et al.*, Civil Action No.: 1:20-03451 (N.D. Ill.) (Counsel for the Proposed Class);

- *Placko v. Michigan State University*, Court of Claims No. 20-000120-MK (Mi. State Court of Claims) (Court Appointed Co- Lead Counsel);
- *In re USAA Data Security Litigation*, Civil Action No.: 7:21-cv-05813 (S.D.N.Y.) (Court Appointed Co-Lead Counsel);
- *Rand v. The Travelers Indemnity Company*, Civil Action No.: 7:21-cv-10744 (S.D.N.Y.) (Counsel for the Proposed Class);
- *Jairo Jara, et al., v. DeVry Education Group, Inc., et al.*, Civil Action No.: 1:16-cv-10168 (N.D. Ill.);
- *Dumont v. Litton Loan Servicing, LP*, Civil Action No.: 1:12-cv-2677-ER-LMS (S.D.N.Y.) (Gainey McKenna & Egleston and Robbins Geller Rudman & Dowd LLP were plaintiffs’ co-lead counsel in a putative class action lawsuit filed in the United States District Court for the Southern District of New York on behalf of thousands of homeowners in New York, New Jersey and Pennsylvania. The lawsuit alleged, among other things, that Litton Loan Servicing (“Litton”) and Ocwen Loan Servicing (“Ocwen”) engaged in a deceptive scheme to delay or deny permanent mortgage loan modifications through the federal Home Affordable Modification Program (“HAMP”) to desperate homeowners, systematically breaching their contractual obligations to homeowners, committing deceptive trade practices, and causing significant financial harm);
- *Schroeder, et al. v. Countrywide Home Loans, Inc. Bank of America, et al.*, Civil Action No.: 07-cv-1363 (PGS) (D.N.J.) (Class Counsel in nationwide class action on behalf of United States Military Service members overcharged on their mortgages in violation of the Service members’ Civil Relief Act; recovery of \$5.962 million for more than 17,000 service members); and
- *Stamm v. My Pillow, Inc. a Minnesota Corporation, a/k/a My Pillow Direct, LLC*, Index No.: 651472/2017 (N.Y. Sup. Ct.).

ERISA Class Actions

- *In re Comcast Corp. ERISA Litig.*, Master File No.: 08-cv-00773-HB (E.D. Pa.) (recovery of \$5 million for the employees’ 401(k) plan);
- *Simeon v. Affiliated Computer Services, Inc. et al.*, Civil Action No.: 06-cv-1592 (N.D. Tex.) (Co-Lead Counsel in ERISA Class Action) (recovery of \$1.5 million for the employees’ 401(k) plan);
- *Herrera v. Wyeth, et al.*, Civil Action No.: 08-cv-04688 (RJS) (S.D.N.Y.) (recovery of \$2 million for the employees’ 401(k) plan);

- *Douglas J. Coppess v. Healthways, Inc.*, Civil Action No.: 10-cv-00109 (M.D. Tenn.) (Lead Counsel in ERISA Class Action) (recovery of \$1.25 million for the employees' 401(k) plan);
- *In re Int'l Game Tech. ERISA Litig.*, Civil Action No.: 09-cv-00584 (D. Nev.) (Co-Lead Counsel in ERISA class action) (recovery of \$500,000 for the employees' 401(k) plan);
- *Jennifer Jones v. NovaStar Fin., Inc.*, Civil Action No.: 08-cv-490 (NKL) (W.D. Mo.) (Co-Lead Counsel in ERISA Class Action) (recovery of \$925,000 for the employees' 401(k) plan);
- *Page v. Impac Mortgage Holdings, Inc., et al.*, Civil Action No.: 07-cv-1447 (C.D. Cal.) (Co-Lead Counsel in ERISA Class Action) (recovery of \$300,000 for the employees' 401(k) plan);
- *Fulmer v. Scott Klein, et al.*, Civil Action No.: 09-cv-2354-N (N.D. Tex.) (Lead Counsel in ERISA Class Action);
- *In re Pilgrims Pride Stock Investment Plan ERISA Litig.*, Civil Action No.: 08-cv-000472-TJW-CE (E.D. Tex.) (Co-Lead Counsel in ERISA Class Action);
- *In re UBSEERISA Litig.*, Civil Action No.: 08-cv-6696 (S.D.N.Y.) (Co-Lead Counsel in ERISA Class Action);
- *Rinehart v. Lehman Brothers Holdings Inc., et al.*, Civil Action No.: 08-cv-5598 (S.D.N.Y.) (Co-Lead Counsel in ERISA Class Action);
- *Usenko v. Sunedison Semiconductor, LLC., et al.*, Civil Action No.: 17-cv-2227 (E.D. Mo.) (*de facto* Co-Lead Counsel in ERISA Class Action);
- *Harris and Ramos v. Amgen, Inc., et al.*, Civil Action No.: 07-cv-5442 (C.D. Cal.) (Co-Lead Counsel in ERISA Class Action);
- *Russell v. Harman Int'l Industries Inc., et al.*, Civil Action No.: 07-cv-02212 (D. of Columbia) (*de facto* Lead Counsel in ERISA Class Action);
- *Mellot v. Choicepoint, Inc., et al.*, Civil Action No.: 05-cv-1340 (N.D. Ga.) (Co-Lead Counsel in ERISA Class Action);
- *In re Eastman Kodak ERISA Litig.*, MASTER FILE NO. 6:12-CV-06051-DGL (W.D.N.Y.) (Co-Counsel in ERISA Class Action); and
- *Sheedy v. Adventist Health System Sunbelt Healthcare Corporation., et al.*, Civil Action No.: 6:16-cv-01893-GAP (M.D. Fl.) (Interim Lead Counsel in ERISA

Action).

Securities Class Actions

- *In re Kiromic Biopharma, Inc. Securities Litigation*, Civil Action No.: 22-cv-6690 (S.D.N.Y) (Court Appointed Lead Counsel in securities fraud Class action);
- *In re VimpelCom Ltd. Securities Litig.*, Civil Action No.: 1:15-cv-08672 (ALC) (S.D.N.Y.) (Lead Counsel in securities fraud Class action);
- *Fogel v. Vega, et al.*, Civil Action No.: 1:13-cv-02282-KPF (S.D.N.Y.) (Lead Counsel in securities fraud Class Action against Wal-Mart de Mexico SAB de CV, Ernesto Vega, Scot Rank, and Wal-Mart Stores, Inc.);
- *Floridia et al v. Dolan, et al.*, Civil Action No.: 14-cv-03011 (D. Minn.) (Lead Counsel in securities fraud Class Action);
- *In re Netsol Technologies, Inc.*, Civil Action No.: 14-cv-05787 (C.D. Cal.) (Lead Counsel in securities fraud Class Action);
- *Singh v. Tri-Tech Holdings, Inc.*, Civil Action No.: 13-cv-09031 (Co-Lead Counsel in securities fraud Class Action);
- *Jason v. Junfeng Chen, et al.*, Civil Action No.: 12-cv-1041 (S.D.N.Y) (Lead Counsel in securities fraud Class action);
- *Anderson v. Peregrine Pharmaceuticals, Inc., et al.*, Civil Action No.: 12-cv-01647 PSG (FMOx) (C.D. Cal.) (Lead Counsel in securities fraud Class Action);
- *Araj v. JML Portfolio Mgmt. Ltd., et al.*, Civil Action No.: 09-cv-00903 (M.D. Fla.) (Co-Lead Counsel in securities fraud Class Action);
- *Hanson et al, v. Frazer, LLP., et al.*, Civil Action No.: 12-cv-3166 (S.D.N.Y.) (Lead Counsel in securities fraud Class Action);
- *Labit v. Glenn Zagoren, et al.*, Civil Action No.: 03-cv-2298; (S.D.N.Y.) (Co-Lead Counsel in securities fraud Class Action);
- *Karp v. SI Financial Group, Inc., et al.*, Civil Action No: 19-cv-199 (D. Conn.) (Lead Counsel in securities fraud Class Action); and
- *Evans v. Mohawk Industries, Inc. et al.*, Civil Action No.: N20C-01-259 (Sup. Ct. Del.) (Class Counsel in a securities Class Action).

Derivative Actions

- *Recupero v. Friedli, et al.*, Civil Action No.: 1:17-cv-00381-JKB (D. Md.) (Court Appointed Interim Lead Counsel in Derivative Action) (settlement achieved on behalf of Osiris Therapeutics, Inc. consisting of corporate governance reforms);
- *In re Fifth Street Finance Corp., Stockholder Litig.*, C.A. No.: 12157-VCG (Del. Chancery) (Court Appointed Co-Lead Counsel in Derivative Action) (settlement achieved in cooperation with other derivative actions venued elsewhere for monetary and non-monetary corporate benefits conferred on corporation);
- *Hamdan v. Munro, et al.*, Civil Action No.: 3:16-cv-03706-PGS (D. N.J.) (Lead Counsel in Derivative Action) (settlement achieved on behalf of Intercloud Systems, Inc. consisting of corporate reforms);
- *In Re Capstone Turbine Corp. Stockholder Derivative Litigation*, Civil Action No.: CV16-01569-DMG (C.D. Cal) (Court Appointed Co-Lead Counsel in Derivative Action);
- *Nahar, et al., v. Bianco, et al.*, Civil Action No.: 2:16-cv-00756-RSL (W.D. Wash.) (Court Appointed Co-Lead Counsel in Derivative Action) (settlement achieved on behalf of CTI Biopharma Corp. in cooperation with other derivative actions venued elsewhere consisting of corporate reforms);
- *In re Provectus Biopharmaceuticals Inc. Derivative Litig.*, Civil Action No.: 3:14-cv-00372-PLR-HBG (E.D. Tenn.) (Co-Lead Counsel in Derivative Action) (settlement consisting of corporate governance reforms achieved on behalf of Company);
- *Loyd v. Giles, et al.*, Case No.: 2015CV33429 (Colo., Denver County) (settlement consisting of corporate governance reforms achieved on behalf of Ampio Pharmaceuticals, Inc.);
- *Vacek v. Awad, et al.*, Civil Action No.: 2:17-cv-02820 (E.D. Pa.) (settlement achieved on behalf of Walter Investment Management Corp. consisting of corporate reforms);
- *Giesbrecht v. Lee, et al.*, Civil Action No.: 3:13-cv-0697 (D. Nev.) (settlement achieved in cooperation with other derivative actions venued elsewhere for corporate benefits conferred on L&L Energy, Inc.);
- *Hapka v. Dennis Crowley, et al.*, 50-2005 CA (15th Judicial Circuit in and for Palm Beach County, Florida) (*de facto* Lead Counsel in Derivative Action) (settlement

achieved on behalf of Spear & Jackson, Inc. for monetary benefits conferred on corporation);

- *Nieman v. Ira B. Lampert, et al.*, Civil Action No.: 05-cv-60574 (S.D. Fl.) (*de facto* Co-Lead Counsel in Derivative Action) (settlement consisting of corporate governance reforms achieved on behalf of Concord Camera Corp.);
- *Riley v. Jorge Mas, et al.*, Case No.: 04-cv-27000 (11th Judicial Circuit in and for Dade County, Florida) (Lead Counsel in Derivative Action) (settlement consisting of corporate governance reforms achieved on behalf of Mastec, Inc.);
- *Ramseur v. Callidus Software, Inc., et al.*, Civil Action No.: 04-cv-4419 (N.D. Cal.) (Co-Counsel in Derivative Action) (settlement achieved on behalf of Callidus Software, Inc. consisting of corporate reforms);
- *Emond v. Murphy, et al.*, Civil Action No.: 2:18-cv-09040 (C.D. Cal.) (settlement achieved in cooperation with other derivative action venued elsewhere for corporate benefits conferred on Izea Worldwide, Inc. consisting of corporate reforms);
- *In re India Globalization Capital, Inc. Derivative Litigation*, Civil Action No.: 1:18-cv-3698 (D. Md.) (Court Appointed Co-Lead Counsel) (settlement in principle reached in cooperation with other derivative action);
- *In re Revolution Lighting Technologies, Inc. Derivative Action*, Civil Action No.: 1:19-cv-03913 (S.D.N.Y.) (Court Appointed Co-Lead Counsel) (settlement in principle reached in cooperation with other derivative action venued elsewhere);
- *Kelly Nicole Desmond-Newman v. Saagar Govil, et al.*, Civil Action No.: 18-cv-03992 (E.D. NY) (Court Appointed Interim Lead Counsel in Derivative Action) (settlement achieved on behalf of Cemtrex, Inc. consisting of corporate reforms in cooperation with other derivative action venued elsewhere);
- *Savage, Spencer, et al., v. Kay, Robert B., et al.*, Index No.: 162407/2015 (*de facto* lead counsel in Derivative Action) (settlement achieved on behalf of iBIO, Inc. consisting of corporate reforms);
- *Labare v. Dunleavy, et al.*, Civil Action No.: 3:15-cv-01980 (D. N.J.) (co-counsel) (settlement achieved on behalf of Ocean Power Technologies, Inc. consisting of corporate reforms);
- *In re Marriott International Customer Security Data Breach Litigation – Derivative Track*, Civil Action No.: 8:19-md-02879 (D. Md.) (Court Appointed Co-Lead Counsel);

- *In re Mullen Automotive, Inc. Derivative Litigation*, Civil Action No.: 22-5336-DMG (AGRx) (C.D. Cal.) (Court Appointed Co-Lead Counsel);
- *In re iRobot Corporation Derivative Litigation*; Civil Action No.: 1:20-cv-10034 (D. Mass.) (Court Appointed Co-Lead Counsel);
- *In re CBL & Associates Properties, Inc. Stockholder Derivative Litigation*; Consolidated Case No.: 2020-0011-JTL (Chancery Delaware) (Court Appointed Co-Lead Counsel);
- *In re Ormat Technologies, Inc. Derivative Litigation*, Civil Action No.: 3:18-cv-00439 (D. Nev.) (Court Appointed Co-Lead Counsel);
- *In re 22nd Century Group, Inc. Derivative Litigation*, Civil Action No.: 1:19-cv-00479 (W.D.N.Y.) (Court Appointed Co-Lead Counsel);
- *Thiese v. Giles. et al.*, Civil Action No.: 18-cv-02558-RBJ (D. Co.) (Court Appointed Co-Lead Counsel in Derivative Action);
- *In re Rev Group, Inc. Derivative Litigation*, Civil Action No.: 1:19-cv-0009 (D. Del.) (Court Appointed Co-Lead Counsel);
- *In re LendingClub Corporation Stockholder Derivative Litigation*, Civil Action No.: 3:18-cv-04391(N.D. Cal.) (Court Appointed Co-Lead Counsel);
- *In Re Zillow Group, Inc. Shareholder Derivative Litigation*, Civil Action No.: 17-cv-1568 (W.D. Wash) (Court Appointed Co-Lead Counsel; motion to dismiss denied);
- *Bonessi v. Bank of the Ozarks, Inc. (Nominal Defendant)*, Civil Action No.: 4:19-cv-00567-DPM (E.D. Ark.) (*de facto* lead counsel in Derivative Action; motion to dismiss fully briefed);
- *Kates v. Metlife, Inc. (Nominal Defendant)*, Civil Action No.: 1:19-cv-01266-LPS-JLH (D. Del.) (co-counsel in Derivative Action; motion to dismiss fully briefed);
- *Behrman, et al. v. Dentsply Sirona, Inc. (Nominal Defendant)*, Civil Action No.: 1:19-CV-00772-RGA (D. Del.) (*de facto* lead counsel in Derivative Action; motion to dismiss fully briefed);
- *Wajda v. Lipocine, Inc. (Nominal Defendant)*, C.A. No.: 2019-0122-JTL (Del. Chancery) (*de facto* lead counsel in Derivative Action; motion to dismiss fully briefed);

- *In Re stamps.com Derivative Litigation*, Civil Action No.: 2:19-cv-04272 (C.D. Cal.) (Court Appointed Co-Lead Counsel);
- *In re Taronis technologies, Inc. Shareholder Derivative Litigation*, Civil Action No.: 2:19-cv-04547 (D. Ariz.) (Court Appointed Co-Lead Counsel);
- *In Re Cloudera, Inc. Stockholder Derivative Litigation*, Civil Action No.: 1:19-cv-01422 (D. Del.) (Court Appointed Co-Lead Counsel);
- *In re CVS Health Corporation Derivative Litigation*, Civil Action No.: 17-378 (D. RI) (Court Appointed Co-Lead Counsel);
- *In re Colony Capital Stockholder-Derivative Litigation*, Civil Action No.: 1:18-cv-03176 (Court Appointed Co-Lead Counsel);
- *Klein v. Arora, et al.*, Civil Action No.: 19-cv-03148 (N.D. IL.) (Court Appointed Co-Lead Counsel in Derivative Action);
- *Mina Pastagia, et al., v. Charles J. Philippin, et al.*, Case No.: 2018-CH-07432 (Chancery Illinois, Cook County) (Interim Lead Counsel in Derivative Action involving Ulta Beauty, Inc.);
- *Ruth v. CanmaVest Corp. (Nominal Defendant)*, Civil Action No.: 2:15-cv-00481 (D. Nev.) (*de facto* lead counsel in Derivative Action);
- *In re Johnson & Johnson Talc Stockholder Derivative Litigation*, Lead Case No.: 3:19-cv-18874-FLW-LHG (Court Appointed Executive Committee in the Derivative Action);
- *In re Beyond Meat, Inc. Derivative Litigation*, Civil Action No.: 20-2524 (C.D. Cal.) (Court Appointed Co-Lead Counsel);
- *Lee v. TrueCar, Inc. (Nominal Defendant)*, Case No 2019-0988 (Chancery Delaware) (Court Appointed Interim Lead Counsel);
- *In re Crown Castle International Corp. Derivative Litigation*, Civil Action No.: 20-cv-00606 (D. Del.) (Court Appointed Co-Lead Counsel);
- *In re Acer Therapeutics, Inc. Derivative Litigation*, Civil Action No. 19-cv-01505 (D. Del.) (Court Appointed Co-Lead Counsel);
- *In re Curo Group Holdings, Corp., Derivative Litigation*, Civil Action No.: 20-cv-00851 (D. Del.) (Court Appointed Co-Lead Counsel);

- *In re Zoom Video Communications Shareholder Derivative Litigation*, Civil Action No.: 1:20-cv-00797-LPS (D. Del.) (Court Appointed Co-Lead Counsel);
- *In Re Inovio Pharmaceuticals, Inc. Derivative Litigation*, Civil Action No. 2:20-cv-01962 (E.D. Pa.) (Court Appointed Co-Lead Counsel);
- *In re Exela Technologies, Inc. Shareholder Derivative Litigation*, Civil Action No.: 3:20-CV-1800 (N.D. Tex) (Court Appointed Co-Lead Counsel);
- *In re Blink Charging Company Stockholder Derivative Litigation*, Civil Action No. 2020-019815-CA-01 ((11th Judicial Circuit in and for Dade County, Florida) (Co-Lead Counsel in Derivative Action);
- *In re Tyson Foods Inc. Derivative Litigation*, Civil Action No.: 21-00730 (E.D.N.Y.) (Court Appointed Co-Lead Counsel);
- *In re Quantumscape Corporation Derivative Litigation*, Civil Action No: 21-00989 (N.D. Cal.) (Court Appointed Co-Lead Counsel);
- *In re Velodyne Lidar, Inc. Derivative Litigation*, Civil Action No.: 21-cv-00369 (D. Del.) (Court Appointed Co-Lead Counsel);
- *In re Peabody Energy Corp. Derivative Litigation*, Civil Action No 20-cv-01747 (D. Del.) (Court Appointed Co-Lead Counsel);
- *In re Plug Power Inc. Derivative Litigation*, Civil Action No.: 1:21-cv-02753 (S.D.N.Y.) (Court Appointed Co-Lead Counsel);
- *In re Co-Diagnostics, Inc. Derivative Litigation*, Civil Action No.: 20-cv-00654 (D. UT) (Court Appointed Co-Lead Counsel);
- *In re Stride Inc. Derivative Litigation*, Civil Action No.: 20-cv-01731 (D. Del) (Court Appointed Co-Lead Counsel);
- *In re Tricida Stockholder Derivative Litigation*, Civil Action No.: 1:21-cv-00205 (D. Del.) (Court Appointed Lead Counsel);
- *In re Cytodyn Stockholder Derivative Litigation*, Civil Action No.: 3:21-cv-05422 MLP (W.D. Wash.) (Court Appointed Co-Lead Counsel);

- *In Re AcelRx Pharmaceuticals, Inc. Derivative Litigation*, Civil Action No.: 3:21-cv-05197 (N.D. Cal.) (Court Appointed Co-Lead Counsel);
- *In re Appharvest Inc. Shareholder Derivative Litigation*, Civil Action No.: 1:22-cv-02037 (S.D.N.Y.) (Court Appointed Co-Lead Counsel);
- *In re View Derivative Litigation*, Civil Action No.: 21-1719 (D. Del.) (Court Appointed Co-Lead Counsel);
- *In re Opendoor Technologies, Inc. Stockholder Derivative Litigation*, Civil Action No.: 2023-0642 (Del. Chancery) (Court Appointed Co-Lead Counsel);
- *In Re Cormedix Inc. Derivative Litigation*, Civil Action No: 2:21-Cv-18493 (D.N.J.) (Court Appointed Co-Lead Counsel);
- *In re SesenBio, Inc., Derivative Litigation*, Civil Action No.: 1:21-cv-11538 (D. Mass) (D. MA) (Court Appointed Co-Lead Counsel);
- *In re Beyond Meat, Inc. Stockholder Derivative Litigation*, Civil Action No.: 23-5954-MWF (C.D. Cal.) (Court Appointed Co-Lead Counsel);
- *In re Veru, Inc. Stockholder Derivative Litigation*, Civil Action No.: 2:23-cv-01164-SCD (E.D. WI) (Court Appointed Co-Lead Counsel);
- *In re Novavax, Inc. Shareholder Derivative Litigation*, Case No. C-15-CV-21-000618 (Cir. Ct. Mont. Cty) (Court Appointed Co-Lead Counsel);
- *In Re RTX Corporation (F/K/A Raytheon Technologies Corporation) Derivative Litigation*, Civil Action No.: C.A. No. 20-cv-1614-MN (D. Del.) (Court Appointed Co-Lead Counsel);
- *In Re C3.AI, Inc. Derivative Litigation*, Civil Action No. 4:22-cv-03031-HSG (N.D. Cal.) (Court Appointed Co-Lead Counsel);
- *In re Kenvue, Inc. Derivative Litigation*, Civil Action No.: 3:24-cv-00307-MAS (D. N.J.) (Court Appointed Co-Lead Counsel);
- *In Re Hawaiian Electric Industries, Inc. and Hawaiian Electric Company, Inc. Derivative Litigation.*, Civil Action No. 3:23-cv-06627-JSC (N.D. Cal.) (Court Appointed Co-Lead Counsel);
- *In Re Unity Software, Inc. Stockholder Derivative Litigation*, Case No. 2023-0499-PAF (Del. Chancery) (Court Appointed Co-Lead Counsel);

- *In Re The Beauty Health Company Consolidated Stockholder Derivative Litigation*, Civil Action No.: C.A. No. 2024-0114-LWW (Del. Chancery) (Court Appointed Co-Lead Counsel);
- *In Re Snowflake, Inc. Derivative Litigation*, Case No. 24-cv-426-CFC (D. Del.) (Court Appointed Co-Lead Counsel); and
- *In Re Bluebird Bio, Inc. Stockholder Derivative Litigation*, Case No.: 1:24-cv-11674-PBS, (D. Mass.) (Court Appointed Co-Lead Counsel).

Anti-Trust Class Actions

- *In re: Package Seafood Products Antitrust Litig.*, Civil Action No.: 15-MD-2670 (JLS) (MDD) (S.D. Cal.) (co-counsel in on-going anti-trust action);
- *In re Pool Products Distribution Market Antitrust Litigation*, MDL No. 2328 (Member of the committee in anti-trust action) (settlement obtained from several defendants); and
- *In re Keurig Green Mountain Single-Serve Coffee Antitrust Litigation*, MDL No. 2542 (co-counsel in on-going anti-trust action).

FLSA Actions

- *Affen v. The TJX Companies, Inc., et al.*, Civil Action No.: 14-cv-03820-CCC-JBC (D. N.J.);
- *Roberts v. The TJX Companies, Inc.*, Civil Action No.: 14-cv-00746-BJD-MCR (M.D. Fla.);
- *Sifferman v. Sterling Financial Corp.*, Civil Action No.: 13-cv-00183 (W.D. Wash.); and
- *Winfield, et al., v. Citibank, N.A.*, Case No.: 10-cv-7304 (S.D.N.Y).

IV. Attorneys

Barry J. Gainey received his bachelor's degree in 1981 from Boston University and received his J.D. in 1984 from Washington and Lee University School of Law where he was a Law Review Notes and Comments Editor and authored two published articles. Mr. Gainey was a partner at Wilson, Elser, Moskowitz, Edelman & Dicker in New York City, and the founding partner of Renzulli, Gainey & Rutherford (which later became Gainey & McKenna and now Gainey

McKenna & Egleston), with offices in New York City and New Jersey. Mr. Gainey has worked on many high profile actions such as:

- *Schroeder, et al. v. Countrywide Home Loans, Inc., Bank of America, et al.*, Civil Action No.: 07-cv-1363 (D.N.J.) (Appointed Class Counsel in nationwide class action on behalf of United States Military Service members with Countrywide mortgages);
- *Klyachman v. Vitamin Shoppe, et al.*, Civil Action No.: 07-cv-1528 (D.N.J.) (Appointed Class Counsel in nationwide consumer fraud case);
- *Kleck v. Bluegreen Corp.*, Civil Action No.: 09-cv-81047 (S.D. FL.) (Appointed Class Counsel with Florida firm in nationwide class action);
- *Resnik v. Lucent Technologies, Inc. et al.*, Case No.: L-1230-06 (N.J.) (Appointed Co-Class Counsel in class action);
- *Alamo v. Bluegreen Corp. et al.*, Case No.: L-6716-05 (N.J.) (Appointed Class Counsel in consumer fraud case); and
- *Blumer, et al. v. Acu-Gen Biolabs, Inc., et al.*, Civil Action No.: 06-cv-10359 (D. Mass) (Appointed Class Counsel in consumer fraud case).

Mr. Gainey is admitted to practice in the Federal and State Courts of New York and New Jersey. He is also a past or current member of the American Association for Justice, New Jersey Association for Justice, New York State Bar Association, American Bar Association, New York State Trial Lawyers Association, New Jersey State Bar Association, and Bergen County Bar Association.

Thomas J. McKenna received his bachelor's degree in 1981 from Boston College (*magna cum laude*) and received his J.D. in 1984 from Syracuse University College of Law (*cum laude*) where he was a Law Review Editor and a Member of the Justinian Honorary Law Society. Following law school, Mr. McKenna clerked in the United States District Court for the Eastern District of Louisiana for the Honorable Veronica D. Wicker from 1984 through 1986.

Before starting his own law practice, Mr. McKenna was associated with Cahill, Gordon & Reindel ("Cahill") in New York City, practicing class actions and securities law, insurance coverage litigation and general commercial litigation. After his association with Cahill, he was an attorney at Grutman Greene & Humphrey in New York City where he concentrated on class actions and trial practice in complex commercial and tort litigation. In 1996, Mr. McKenna started his own law firm and then formed Gainey & McKenna in 1998 where he focused his practice on trials, class actions and commercial disputes. Mr. McKenna has worked on many important actions such as:

- *Allapattah Services, Inc., et al., v. Exxon Corp.*, Civil Action No.: 91-cv-0983 (S.D. Fla.) (Nationwide class action for class of Exxon service station operators against Exxon for allegedly overcharging them for gasoline, eventually settled for over \$1 billion);
- *In re Popular Inc. ERISA Litig.*, Master File No.: 09-cv-01552-ADC (D. P.R.) (Co-Lead Counsel) (breach of fiduciary duty case under ERISA);
- *In re Schering-Plough Corp. Enhance ERISA Litig.*, Civil Action No.: 08-cv-1432 (D.N.J.) (Co-Lead Counsel) (claim on behalf of employees and ex-employees against 401(k) fiduciaries for breaches of duty in connection with Vytarin);
- *In re General Growth Properties, Inc. ERISA Litig.*, Master File No.: 08-cv-6680 (N.D. Ill.) (Class Counsel) (breach of fiduciary duty case involving harm to retirement plan in connection with alleged risky real estate investments); and
- *Morrison v. MoneyGram Int'l, Inc., et al.*, Civil Action No.: 08-cv-1121 (D. Minn.) (Lead Counsel) (breach of fiduciary duty claims involving alleged improper investment practices).

Mr. McKenna is a member of the Bar of the State of New York and admitted to practice before the United States Supreme Court and United States District Courts for the Southern and Eastern Districts of New York, and the United States Court of Appeals for the Second, Fifth, Sixth, Ninth and Eleventh Circuits. He has also been admitted *pro hac vice* in numerous other courts. Mr. McKenna is also a member of the Association of the Bar of the City of New York, the New York State Trial Lawyers Association, and the American Association for Justice (formerly the American Trial Lawyers Association) and past member of the New York County Lawyers Association.

Gregory M. Egleston received his bachelor's degree in 1992 from Fordham University (*magna cum laude*), his master's degree in 1994 from Columbia University, and received his J.D. in 1997 from New York Law School. Before joining the Firm, Mr. Egleston had his own law firm and prior to that, Mr. Egleston was an attorney specializing in securities class action litigation, shareholder derivative actions, and consumer fraud litigation at a prominent Manhattan plaintiffs' class action firm. Mr. Egleston has worked on many high-profile class actions such as:

- *Shane v. Kenneth E. Edge, et al.*, Civil Action No.: 10-cv-50089 (N.D. Ill.) (recovery of \$3.35 million for the company's 401(k) plan);
- *Mayer v. Administrative Committee of Smurfit-Stone Container Corp. Retirement Plans*, Civil Action No.: 09-cv-02984 (N.D. Ill.) (recovery of \$7.75 million for the company's 401(k) plan);
- *In re YRC Worldwide Inc. ERISA Litig.*, Civil Action No.: 09-cv-02593 JWL/JPO (D. Kan.) (recovery of \$6.5 million for the company's 401(k) plan);

- *In re Beazer Homes U.S.A., Inc. Sec. Litig.*, Civil Action No.: 07-cv-725-CC (N.D. Ga.) (\$30.5 million settlement in a Securities Class Action);
- *In re Willbros Group, Inc. Sec. Litig.*, Civil Action No.: 06-cv-1778 (S.D. Tex.) (\$10.5 million settlement in a Securities Class Action);
- *In re Royal Dutch/Shell Transport Sec. Litig.*, Civil Action No.: 04-cv-374 (JAP) (D.N.J.) (U.S. settlement with a minimum cash value of \$138.3 million with a potential value of more than \$180 million, in addition to a related European settlement of \$350 million);
- *In re Marsh & McLennan Companies, Inc. Sec. Litig.*, Civil Action No.: 04-cv-8144 (CM) (S.D.N.Y.) (\$400 Million settlement in a Securities Class Action); and
- *In re Lumenis Sec. Litig.*, Civil Action No.: 02-cv-1989 (S.D.N.Y.) (\$20.1 million settlement in a Securities Class Action).

Mr. Egleston was also involved in a high-profile landlord/tenant action entitled *Roberts v. Tishman Speyer, L.P., et al.*, N.Y. Sup. Ct., Index No. 07600475. The core legal issue was whether landlords could permissibly deregulate and charge market rents for certain so-called “luxury” apartment units in these complexes in years in which the landlords were simultaneously receiving tax abatements from New York City known as “J-51” benefits. The Court of Appeals ruled that the New York statutory scheme prevents landlords of rent stabilized buildings from charging market rents while receiving J-51 benefits for as long as they continue to receive those tax benefits. The action recently settled for \$68.8 million.

Mr. Egleston is admitted to the Bars of the States of New York and Connecticut. He is also admitted to practice before the Bars of the federal district courts for the Southern and Eastern Districts of New York and the District of Connecticut.

Robert J. Schupler received his bachelor’s degree in 1979 from Drexel University (Philadelphia, PA), and received his J.D. in 1982 from Southwestern University School of Law (Los Angeles, CA).

Mr. Schupler began his legal career at a boutique law firm in Los Angeles where he focused on civil litigation and transactional matters. He returned “home” to the Philadelphia area in the 90’s and shortly thereafter began focusing on class action litigation and complex tort and commercial disputes, assisting in litigation matters which included *Sunbeam* and *WorldCom*.

Mr. Schupler has the unique experience of working for both plaintiff and defense litigation firms. While working at an internationally recognized defense law firm, Mr. Schupler concentrated on healthcare related products liability litigation matters. In one of these matters, Mr. Schupler was responsible for the administration of a multi-billion dollar settlement involving tens of thousands of plaintiff claimants.

In 2015, Mr. Schupler began working with Gainey McKenna & Egleston. He has assisted GME in prosecuting numerous class action and shareholder derivative actions, including:

- *In Re: Packaged Seafood Products Antitrust Litigation*, Civil Action No.: 15-MD-2670 JLS (MDD) (S. D. Cal.);
- *George Dumont, et al. vs. Litton Loan Servicing LP, et al.*, Civil Action No.: 7:12-cv-02677-ER-LMS (S.D.N.Y.);
- *Gordon Niedermayer, et al. v. Steven A. Kriegsman, et al.*, Civil Action No.: 11800-VCMR (Chancery Delaware);
- *Arthur P. Cardi, et al. v. FXCM Inc., et al.*, Civil Action No.: 1:17-cv-4699-PAC-HBP (S. D.N.Y.);
- *In Re Rocket Fuel, Inc. Derivative Litigation*, Civil Action No.: 4:15-cv-04625-PJH (N.D. Cal.);
- *Douglas Labare v. Charles Dunleavy, et al.*, Civil Action No.: 3:15-cv-01980-FLW-LHG (D. N.J.);
- *Waseem Hamdan vs. Mark Munro, et al.*, Civil Action No.: 2:16-cv-03706 (D. N.J.);
- *In Re VimpelCom, Ltd. Securities Litigation*, Civil Action No.: 1:15-cv-08672-ALC (S.D.N.Y); and
- *Shuli Chiu, et al., v. Michelle Dipp, et al.*, Civil Action No.: 1:17-cv-11382 (D. Mass.).

Mr. Schupler is a member of the Bar of the State of Pennsylvania and is also admitted to practice before the United States District Court for the Eastern District of Pennsylvania.

David A. Silva received his bachelor's degree in 1982 from New York University and received his J.D. in 1985 from Brooklyn Law School where he was a member of the Moot Court National Team. Between the years of 1985 and 1988, Mr. Silva worked as an Assistant Corporation Counsel in the Law Department of the City of New York. While at the Law Department, Mr. Silva represented various city agencies in Article 78 proceedings as well as defended the constitutionality of various aspects of the New York City Public Health Law, as well as the Building Code and Zoning Resolution. In addition, he was lead counsel on Federal civil rights actions defending the City and its employees.

In 1988, Mr. Silva left the City and joined Mound Cotton Wollan & Greengrass as an associate and worked there for 25 years becoming a partner in 1995 and a senior partner in 2002.

Mr. Silva has served as counsel to both insurers and reinsurers in dozens of reinsurance arbitrations and court proceedings across the United States. He has also acted as lead counsel in arbitrations in

both Bermuda and England, involving some of the highest profile issues in the industry. Mr. Silva regularly advises clients on a wide range of issues including workers' compensation carve out and spiral business; life, personal accident and medical reinsurance issues; long term care reinsurance; actuarial disputes; coverage of declaratory judgment expenses; rescission claims; claims for pre-answer security; letter of credit disputes; commutation valuations; allocation of losses; contract drafting; records inspection rights, and audits. He also has substantial experience in other reinsurance-related matters, including issues involving domestic and off-shore captive reinsurers, surplus relief treaties, and many matters relating to life, accident, health, and long-term care insurance. He also has substantial involvement in all aspects of property and casualty insurance litigation including first- and third-party coverage and claims defense, business interruption, products liability defense, and disputes between primary and excess carriers.

Mr. Silva has been recognized in the Chambers USA Directory, Best Lawyers in America, and Super Lawyers as a leading individual in the field of insurance and reinsurance. Mr. Silva has also served as a lecturer and panelist for various reinsurance programs, including the Reinsurance Association of America, ARIAS U.S., as well as Harris Martin and HB Litigation Conferences.

Mr. Silva is admitted to practice in the federal and state courts of New York and is a past member of the New York State Bar Association as well as the New York County Lawyers Association.

Christopher M. Brain was called as a barrister in England and Wales by the Honourable Society of Gray's Inn in 2021; having received his bachelor's degree in law ("LLB") from Swansea University in 2019, his master's degree in law ("LLM") from BPP University in 2020, and a further LLM from Cornell Law School in 2021. Mr. Brain was admitted to the New York State Bar on January 19th, 2023 and is a member in good standing.

While in the United Kingdom, Mr. Brain received specialized training in litigation and gained experience assisting counsel and observing proceedings in the English courts in an array of criminal, civil, and family law matters. Mr. Brain also spent some time shadowing District Judge Jones on the South-Eastern Circuit.

Prior to joining the Firm, Mr. Brain worked as a complex civil litigation and class actions attorney with a boutique litigation United States law firm. During this, Mr. Brain worked on various securities, data privacy, and toxic tort class actions. Notably, Mr. Brain assisted with:

- *Town of Fairfield, et al. v. Allianz Global Investors U.S. LLC*, No. 20-cv-05817 (S.D.N.Y.) (settled ERISA class action on behalf of institutional investors)
- *Jackson v. Allianz Global Investors U.S. LLC*, Index No. 651233/2021 (N.Y.S.–N.Y. Cnty.) (\$145 million settlement in securities class action on behalf of public investors)
- *Zaluda v. Apple, Inc.*, Case No. 2019 CH 11771 (Ill. Cir. Ct.–Cook Cnty.) (data privacy class action involving alleged violations of the Illinois BIPA legislation)

- Ryan, et al. v. Greif Inc., et al., Case No. 4:22-cv-40089 (D. Mass.) (class action on behalf of over 200 residents whose water supply and topsoil had allegedly been contaminated with PFAS6)

Since joining the Firm, Mr. Brain has worked on a number of class actions and shareholder derivative actions, including:

- In re Facebook, Inc. Derivative Litigation, C.A. No. 2018-0307 (Del. Chan.) (ongoing shareholder derivative action)
- In re Zoom Video Communications, Inc. Derivative Litigation, Case No. 1:20-cv-00797 (D. Del.) (ongoing shareholder derivative action)
- Rand v. The Travelers Indemnity Company, Case No. 7:21-cv-10744-VB (S.D.N.Y.) (ongoing data privacy class action)
- In re USAA Data Security Litigation, Case No. 7:21-cv-05813-VB (S.D.N.Y.) (ongoing data privacy class action)
- Kincheloe v. University of Chicago, et al., Case No. 1:20-cv-03015 (E.D. Ill.) (COVID-19 college closure class action, recently received preliminary approval of settlement)

Before his admission to the New York State Bar, Mr. Brain worked with vulnerable clients through the Swansea Law Clinic, dealing with sensitive family and housing law matters on a pro bono basis. Mr. Brain also carried out detailed research and drafted confidential memoranda on international law and policy for members of Congress and the public while working as a Global Legal Research Intern with the Law Library of Congress.

Besides being a member of the Bars of New York State and England and Wales, Mr. Brain also received an accreditation as a civil and commercial mediator by ADR-ODR International in 2020.

EXHIBIT B

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF DELAWARE**

MICHAEL NINIVAGGI, JAKE MICKEY and
CAILIN NIGRELLI, HANNAH RUSSO,
individually and on behalf of all others
similarly situated,

Civil Action No. 20-cv-1478-SB

Plaintiffs,

v.

UNIVERSITY OF DELAWARE,

Defendant.

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Michael Ninivaggi, Jake Mickey, Cailin Nigrelli, Hannah Russo and Sean Griffin, (“Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, the University of Delaware (“Defendant” or “UD”). The Settlement Class and Plaintiffs are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. Plaintiffs, Michael Ninivaggi, Jake Mickey and Cailin Nigrelli, along with their parents, Penny Ninivaggi, Todd Mickey, and James Nigrelli, (the “Parent Plaintiffs”) filed the initial complaint in the *Ninivaggi* action in the Superior Court of the State of Delaware on August 14, 2020. ECF No. 1-1. On October 29, 2020, UD removed this case to federal court. ECF No. 1.

B. Plaintiff, Hannah Russo, filed the initial complaint in the *Russo v. University of Delaware*, 1:20-cv-01693-SB, in the Superior Court of the State of Delaware on August 18, 2020. *Russo* ECF No. 1-1. On December 14, 2020, UD removed the *Russo* case to federal court and it was related to the *Ninivaggi* action. *Russo* ECF No. 1.

C. Defendant moved to dismiss the initial complaint in *Ninivaggi* on November 19, 2020, ECF No. 5, and the initial complaint in *Russo* on January 8, 2021, *Russo* ECF No. 6.

D. The *Ninivaggi* Plaintiffs filed their opposition brief to the motion to dismiss on December 11, 2020. ECF No. 7. Plaintiff Russo filed her opposition brief to the motion to dismiss on February 3, 2021. *Russo* ECF No. 9.

E. UD filed a reply in support of its motion to dismiss in *Ninivaggi* on December 18, 2023, ECF No. 8, and in *Russo* on February 17, 2021, *Russo* ECF No. 11.

F. On May 18, 2021, the Court held oral argument on the motions to dismiss in *Ninivaggi* and *Russo*. On August 20, 2021, the Court, granted in part and denied in part, Defendant's motion to dismiss. ECF Nos. 15-16.

G. On September 3, 2021, Plaintiffs filed a Consolidated Class Action Complaint, which consolidated Plaintiff Russo's claims into the *Ninivaggi* action. ECF No. 19 ("CCAC").

H. Defendant filed its Answer on September 3, 2021. ECF No. 20.

I. On October 22, 2021, Defendant moved for Certification of a Novel and Undecided Issue of Delaware Law to the Delaware Supreme Court. ECF No. 22. Plaintiffs filed an opposition to that motion on October 19, 2021, ECF No. 29, and Defendant filed a reply on October 26, 2021, ECF No. 30. On December 3, 2021, the Court denied the motion for certification. ECF Nos. 33-34.

J. On May 27, 2022, the Parent Plaintiffs voluntarily dismissed their claims. ECF No. 62.

K. On July 1, 2022, Plaintiffs filed a motion for class certification. ECF No. 75. Defendant opposed that motion on August 26, 2022, ECF No. 94, and Plaintiffs filed a reply on September 30, 2022, ECF No. 102.

L. On September 30, 2022, Defendant moved to strike the expert testimony of Steven P. Gaskin and Colin B. Weir. ECF Nos. 103-104. Plaintiffs opposed those motions on October 21, 2022, ECF Nos. 112-113, and Defendant filed replies on November 30, 2022, ECF Nos. 123 and 124. These motions remain pending.

M. On October 25, 2022, Plaintiffs moved to strike the expert testimony of Benjamin S. Wilner. ECF No. 114. Defendant opposed that motion on November 30, 2022, ECF No. 124, and Plaintiffs filed a reply on December 16, 2022, ECF No. 127. This motion remains pending.

N. On October 28, 2022, Defendant moved for summary judgment. ECF No. 117. Plaintiffs opposed that motion on December 5, 2022, ECF No. 126, and Defendant filed a reply on December 22, 2022, ECF No. 128. This motion remains pending.

O. On March 24, 2023, the Court held oral argument on Plaintiffs' motion for class certification. On March 31, 2023, the Court granted the motion and certified a class defined as "All undergraduate students enrolled in classes at the University of Delaware during the Spring 2020 semester who paid tuition." ECF Nos. 138-139.

P. On April 5, 2023, Plaintiff Griffin filed an action captioned *Griffin v. University of Delaware*, 1:23-cv-00385, alleging claims for breach of contract and unjust enrichment arising out of cancelled classes during the Spring 2020 semester.

Q. On April 14, 2023, Defendant filed a Petition For Permission To Appeal Pursuant to Fed. R. Civ. P. 23(f). Plaintiffs filed an opposition to the petition on April 24, 2023. That petition remains pending.

R. On January 23, 2023, the Parties participated in a mediation with the Hon. Sue Robinson (Ret.). While no agreement was reached that day, the parties remained in contact with one another and continued to engage in settlement discussions.

S. On April 26, 2023, the parties reached an agreement in principle on a class action settlement and executed a term sheet encompassing all material terms.

T. At all times, Defendant 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 Actions. Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, Defendant has concluded it is desirable and beneficial that the Actions 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 Defendant, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

U. Plaintiffs believe that the claims asserted in the Actions against Defendant have merit and that they would have prevailed at class certification, summary judgment, and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Actions against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such

litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims, as further defined herein, be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has 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 Actions pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs and Defendant 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 Agreement set forth herein, that the Actions and the Released Claims shall be finally and fully compromised, settled, and released, and the Actions 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 “**Actions**” means *Ninivaggi v. University of Delaware*, 20-cv-1478 (including *Russo v. University of Delaware*, 1:20-cv-01693-SB, consolidated therein) and *Griffin v. University of Delaware*, 1:23-cv-00385, pending in the United States District Court for the District of Delaware.

1.2 “**Alternate Judgment**” means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.3 “**Cash Award**” means the cash compensation, payable by the Settlement Administrator from the Settlement Fund, that each Settlement Class Member who has not opted-out of the Settlement shall be entitled to receive.

1.4 “**Class Counsel**” means Bursor & Fisher, P.A.

1.5 “**Class Representatives**” means the named Plaintiffs in the Actions, Michael Ninivaggi, Jake Mickey, Cailin Nigrelli, Hannah Russo, and Sean Griffin.

1.6 “**Court**” means the United States District Court for the District of Delaware, the Honorable Stephanos Bibas presiding, or any judge who shall succeed him as the Judge in the Actions.

1.7 “**Defendant**” means the University of Delaware.

1.8 “**Defendant’s Counsel**” means Saul Ewing LLP.

1.9 “**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.

1.10 “**Election Form**” means the form by which Settlement Class Members shall make their selection identifying whether they elect to receive their Cash Award by Check, Venmo, or PayPal. The Election Form will be available on the Settlement Website and will be substantially in the form of Exhibit A, hereto. A hard copy Election Form may be obtained from the Settlement Administrator. Settlement Class Members must submit an Election Form within sixty (60) days after the Notice Date. In the event a Settlement Class Member does not submit an Election Form, the Settlement Class Member will receive a Cash Award in the form of a check sent to the Settlement Class Member’s last known address. Defendant has the right to audit the election form process for evidence of fraud or error; provided, however, that the Claims Administrator is the final arbiter of a claim’s validity.

1.11 “**Escrow Account**” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.12 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.13 “**Final**” means one business day following the latest 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, 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*.

1.14 “**Final Approval Hearing**” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representative.

1.15 “**Final Judgment**” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.16 “**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 as described in Paragraphs 4.1 and 4.2 below, which is approved by the Court and consistent with the requirements of Due Process, Rule 23, and is substantially in the form of Exhibits B, C, and D hereto.

1.17 “**Notice Date**” means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than twenty-eight (28) days after Preliminary Approval.

1.18 “**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 made, which shall be designated as a date stated in the Notice and no later than sixty (60) days after the Notice Date, or such other date as ordered by the Court. Class Counsel shall file papers supporting the Fee Award with the Court and posted to the settlement website listed in Paragraph 4.1(d) no later than fourteen (14) days before the **Objection/Exclusion Deadline**.

1.19 “**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. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.20 “**Plaintiffs**” means Michael Ninivaggi, Jake Mickey, Cailin Nigrelli, Hannah Russo, Sean Griffin, and the Settlement Class Members.

1.21 “**Preliminary Approval**” means the Court’s preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

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

1.23 **“Released Claims”** means any and all any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, and all other legal responsibilities in any form or nature, including but not limited to, all claims relating to or arising out of any state, local, or federal statute, ordinance, regulation, law or any other claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, arising out of or in any way allegedly related to UD tuition, fees, or costs paid or incurred by or on behalf of any Settlement Class Member in connection with, relating to, or concerning the Spring 2020 Semester, including but not limited to, all claims that were brought or could have been brought in the Actions.

1.24 **“Released Parties”** means UD, as well as any and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, shareholders, assigns, agents, trustees, administrators, executors, insurers, re-insurers, attorneys, customers, and anyone acting on their behalf.

1.25 **“Releasing Parties”** means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective current, former, and future heirs, executors, parents, family members, lenders, funders, payors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and

other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

1.26 **“Settlement Administration Expenses”** means all fees charged by the Settlement Administrator and expenses incurred by the Settlement Administrator in connection with its administration of this Settlement, including but not limited to fees and expenses incurred in providing Notice, responding to inquiries from members of the Settlement Class, ascertaining amounts of and paying Cash Awards from the Settlement Fund, handling any unclaimed funds, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.27 **“Settlement Administrator”** means Epiq Systems, Inc. (“Epiq”), or such other reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement, including but not limited to, serving as Escrow Agent for the Settlement Fund, overseeing the distribution of Notice, handing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund. Class Counsel’s assent to this Agreement shall constitute consent on behalf of each and every member of the Settlement Class as defined herein to disclose to Class Counsel, Defendant’s Counsel and the Settlement Administrator all information required by the Settlement Administrator to perform the duties and functions ascribed to it herein, consistent with the written consent provisions of the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

1.28 “**Settlement Class**” means all UD undergraduate and graduate students for whom any amount of tuition and fees were paid from any source (e.g., the student’s own funds, funding from a parent, or other family member, loan, or non-UD scholarship) to Defendant for the Spring 2020 Semester, and whose tuition or fees have not been refunded in their entirety prior to this Settlement.

1.29 Excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over these Actions and members of their families; (2) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, and attorneys; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons.

1.30 “**Settlement 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.

1.31 “**Settlement Fund**” means the non-reversionary fund that shall be established by or on behalf of Released Parties in the total amount of six million three hundred thousand dollars (\$6,300,000.00 USD) to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any incentive award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees, or expenses approved by the Court. The “**Available Settlement Fund**” is the amount remaining in the Settlement Fund after payment of a Fee Award to Class Counsel, Settlement Administration Expenses, any incentive award to the Class Representative, and any other costs, fees or expenses approved by the Court. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement

Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator 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. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Agreement. The payment of the sums into the Settlement Fund by Defendant fully discharges all of the Defendant's and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party, including Defendant, shall have any other obligation to make any payment into the Escrow Account or to any Class Member, or any other Person, under this Agreement. In no event shall the total monetary obligation with respect to this Agreement on behalf of any Released Party, including Defendant, exceed six million three hundred thousand dollars (\$6,300,000.00 USD), and in no event shall the Settlement Fund or any portion thereof revert to Defendant.

1.32 **"Spring 2020 Semester"** means the Spring 2020 academic semester at UD.

1.33 **"Unknown Claims"** means claims that could have been raised in the Actions and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Because the Settlement Class Members may include California residents, upon the Effective Date, the Releasing Parties 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, the Releasing Parties 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. The Releasing Parties 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 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 Payments to Settlement Class Members.

(a) Within thirty (30) days following Final Judgment, Defendant shall pay or cause to be paid into the Escrow Account the amount of the Settlement Fund (\$6,300,000.00), specified in Paragraph 1.11 of this Agreement.

(b) Each Settlement Class Member will receive a pro rata payment from the Settlement Fund. The Notice will give Settlement Class Members the ability to opt via an Election Form to receive a Cash Award by Check, Venmo, or PayPal. Settlement Class Members must submit an Election Form no later than sixty (60) days after the Notice Date. In the event a Settlement Class Member does not submit an Election Form, the Settlement Class Member will receive a Cash Award in the form of a check sent to the Settlement Class Member's last known address. Only a Settlement Class Member is entitled to a Cash Award under this Settlement. Any Releasing Party who paid UD tuition or fees on behalf of a Settlement Class Member and believes he, she or it is entitled to any or all of the Cash Award may attempt to pursue in a separate proceeding any claim he, she or it may have (if any) against the Settlement

Class Member for those funds, but may not seek to recover that amount through this Settlement or in these Actions nor, in any event, from any Released Party.

(c) Payments to all Settlement Class Members shall be made within sixty (60) days after the Effective Date.

(d) All Cash Awards issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that a check issued to a Settlement Class Member is returned to the Settlement Administrator as undeliverable or not cashed within one hundred eighty (180) days after the date of issuance, such funds shall be paid by the Settlement Administrator within sixty (60) days after the one hundred eighty (180) day period has expired, to the University of Delaware Student Crisis Reserve.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Actions and 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 The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than fourteen (14) days from the Court's preliminary approval of this Settlement Agreement, UD shall produce an electronic list from its records that includes the names, last known U.S. Mail addresses (to the extent available), and email addresses (to the extent available) belonging to Persons within the Settlement Class. This electronic document shall be called the "Class List," and shall be provided to the Settlement

Administrator with a copy to Class Counsel for the purpose of giving notice to the Settlement Class Members and shall not be used for any other purpose.

(b) *Direct Notice via Email.* No later than twenty-one (21) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B to all Settlement Class Members for whom a valid email address is in the Class List. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, if possible, correct any issues that may have caused the “bounce-back” to occur and make a second attempt to re-send the email notice.

(c) *Direct Notice via U.S. Mail.* No later than the twenty-eight (28) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send notice substantially in the form attached as Exhibit C via First Class U.S. Mail to all Settlement Class Members for whom UD was unable to provide an email address, or for whom the email notice “bounced back” and the Settlement Administrator was unable to successfully re-send the email, as described in Paragraph 4.1(b), above.

(d) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at an available settlement URL (such as, for example, www.udsettlement.com) which shall be obtained, administered and maintained by the Settlement Administrator and shall provide Settlement Class Members with ability to submit Election Forms and to update their mailing addresses. Defendant shall have the opportunity to review and provide comment on the website before service of class notices. Copies of this Settlement Agreement, the long-form Notice, the Consolidated Class Action Complaint, Defendant’s Answer, the Court’s Orders concerning UD’s Motion to Dismiss and Plaintiff’s Motion for Class Certification, the motions for preliminary and final approval and other pertinent documents and Court filings and orders pertaining to the Settlement (including the

motion for attorneys' fees upon its filing), shall be provided on the Settlement Website. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D hereto.

(e) *Additional Notice.* If the Notice Plan described in the preceding paragraphs does not achieve a minimum level of 75% reach, or is not otherwise approved by the Court, the Parties, in conjunction with the Settlement Administrator, shall develop and seek approval by the Court of such supplemental notice as is necessary to achieve a minimum level of 75% reach or otherwise satisfy the Court. Such additional notice, if necessary, shall be funded from the Settlement Fund with no additional financial contribution by any Released Party.

(f) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator, on behalf of Defendant, shall cause to be served upon the Attorney General of each U.S. State or territory in which, based on a preliminary Class List, Settlement Class members reside, and the Attorney General of the United States, notice of the proposed settlement as required by law.

4.2 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 any of its terms, or file a motion to intervene. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered 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 the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's

CM/ECF system, and (b) sends copies of such papers by mail, hand, or overnight delivery service (or by operation of the Court's CM/ECF system) to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing to the Settlement Administrator at the address stated in the Notice, or directly to the Court, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). Settlement Class Members who file objections are still entitled to receive benefits under the Settlement and are bound by the Settlement if it is approved.

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

4.5 A Person in the Settlement Class may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person

in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement 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 Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each 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. A Class Member is not entitled to submit both an opt-out request and an objection. If a Class Member submits both an opt-out request and an objection, the Settlement Administrator will send a letter (and email if email address is available) explaining that the Class Member may not make both of these requests, and asking the Class Member to make a final decision as to whether to opt out or object and inform the Settlement Administrator of that decision within 10 days from when the letter from the Settlement Administrator is postmarked. If the Class Member does not respond to that communication by letter postmarked or email sent within 10 days after the Settlement Administrator’s letter was postmarked (or by the objection deadline, whichever is later), the Class Member will be treated as having opted out of the Class, and the objection will not be considered, subject to the Court’s discretion. A list of Persons in

the Settlement Class who have opted out shall be provided to and approved by the Court in connection with the motion for final approval of the Settlement.

4.7 The Final Approval Hearing shall be no earlier than ninety (90) days after the Notice Date.

4.8 Any Settlement Class Member who does not, in accordance with the terms and conditions of this Agreement, seek exclusion from the Settlement Class will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Actions 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. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), and 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 regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties 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 Settlement Class Members. 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, and all copies thereof, within thirty (30) days after the Objection/Exclusion Deadline;

(b) Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to, class notices or communications with Settlement Class Members, telephone scripts, website postings or language, or other communications with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis; and

(c) Receive objections and requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any objections, exclusion forms or other requests 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.

5.2 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from Class Counsel or any Settlement Class Member.

5.3 Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Funds to Settlement Class Members or the implementation, administration, or interpretation

thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, Tax Expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

5.4 The Parties agree that the Settlement Fund is intended to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation Section 1.468B-1 and that the Settlement Administrator as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any Taxes, as defined below, owed with respect to the Settlement Fund, without further order of the Court. In addition, Class Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. Defendant, other Released Parties, and Defendant’s Counsel shall have no liability or responsibility of any sort for filing any tax returns or paying any Taxes with respect to the Settlement Fund.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representatives, on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) 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 these Actions 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 Alternate Judgment, as defined in Paragraph 1.2 of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

6.2 In the event that more than 5% of the Settlement Class Members exercise their right to opt-out of the settlement, Defendant will have the right to declare the settlement void in its entirety upon notice to Class Counsel within ten (10) days of the Settlement Administrator providing a report showing that more than 5% of Settlement Class Members have opted-out of the settlement.

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 of the Settlement Class for settlement purposes only; appointment of Class Counsel, the Class Representatives and the Settlement Administrator; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice for dissemination substantially in the form of Exhibits B, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and jointly adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of Defendant.

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

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which 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 Agreement, including all exhibits thereto;

(b) certify the Settlement Class or reaffirm such certification if the Settlement Class was certified in the Preliminary Approval Order, and approve or reaffirm the appointment of Class Counsel, the Class Representatives and the Settlement Administrator;

(c) 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 Agreement according to its terms and provisions; and declare the 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 Releasing Parties;

(d) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Actions, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets 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;

(e) find that the Class Representative and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(f) dismiss the Actions (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;

(g) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(h) 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 relating to or concerning the Released Claims;

(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 not materially inconsistent with this Settlement Agreement, as the Court deems necessary and just.

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

8.1 Defendant agrees that it will not object to Class Counsel's request to receive from the Settlement Fund, subject to Court approval, attorneys' fees in the amount of one-third of the Settlement Fund (\$2,100,000.00) and reimbursement of costs and expenses, not to exceed \$250,000.00. Class Counsel will petition the Court for an award of such attorneys' fees, costs,

and expenses, and Defendant agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel's petition for attorneys' fees, costs, and expenses if limited to these amounts. Class Counsel, in turn, agrees to seek no more than these amounts from the Court in attorneys' fees, costs, and expenses. Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. The Parties agree that any award of attorneys' fees, costs and expenses are committed to the sole discretion of the Court within the limitations set forth in this paragraph. If the Court chooses, in its sole discretion, to award attorneys' fees and costs and Service Awards that are lower than the amounts sought in the motion to be filed by Class Counsel, this Agreement shall remain fully enforceable. Class Counsel shall file any motion for attorneys' fees, costs and expenses and Class Representative incentive award no later than 14 days before the deadline for objections to the Settlement, and a copy of the motion shall be placed on the Settlement Administrator's website.

8.2 The Fee Award shall be payable by the Settlement Administrator within thirty (30) business days after entry of the Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as Exhibit E, and providing all payment routing information and tax I.D. numbers for Class Counsel and W-9 forms sufficiently in advance of the deadline for the Settlement Administrator to process such payment. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer to Bursor & Fisher, P.A., in accordance with wire instructions to be provided by Bursor & Fisher, P.A., and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to the

Defendant. Additionally, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within 14 days of such an occurrence. Upon payment of the attorneys' fees, costs and expenses as awarded by the Court in its discretion, Class Counsel shall release and forever discharge the Released Parties from any claims, demands, actions, suits, causes of action, or other liabilities relating to any attorneys' fees, costs or expenses incurred in the Actions. Class Counsel agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

8.3 Defendant agrees that it will not object to the Settlement Administrator paying incentive awards to the Class Representatives from the Settlement Fund, in addition to any Cash Award pursuant to this Agreement, and in recognition of their efforts on behalf of the Settlement Class, in the amount of five thousand dollars (\$5,000.00) each. Defendant shall not object to or otherwise challenge, directly or indirectly, Class Counsel's application for the incentive award to the Class Representatives if limited to this amount. The Class Representatives, in turn, agree to seek no more than this amount from the Court as the incentive award for the Class Representative. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such award shall be paid from the Settlement Fund (in the form of a check to the Class Representatives that is sent care of Class Counsel), within thirty (30) business days after entry of the Effective Date. If the Court chooses, in its sole discretion, to make an award to the Class Representatives that is lower than the amounts sought in the motion to be filed by Class

Counsel, or if the Court chooses to make no such award, this Agreement shall remain fully enforceable. In order to receive such payment, each Class Representative must provide, sufficiently in advance of the deadline for the Settlement Administrator to process such payment, a W-9 form and such other documentation as may reasonably be required by the Settlement Administrator. The Class Representatives agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on any sums paid to them pursuant to this paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

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) The Parties and Plaintiffs' counsel have executed this Agreement;
- (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 consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

9.2 If all of the conditions specified in Paragraph 9.1 are met, and once a Final Judgment becomes Final, as defined above, or in the event that the Court enters an Alternate Judgment, such Alternate Judgment becomes Final, Plaintiffs shall file with the Court a

Stipulation of Dismissal with Prejudice in the *Ninivaggi, Russo, and Griffin* lawsuits within five (5) days. Additionally, the University shall withdraw its Petition 23(f) appeal to the Third Circuit Court of Appeals within five (5) days.

9.3 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this 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 6.1 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, except that any attempted termination of this Agreement after the Preliminary Approval Order is entered will not take effect without an order of the Court, and this Agreement may not be terminated after the Final Judgment is entered without an order of the Court vacating the Final Judgment or an order of any appellate court reversing or vacating the Final Judgment. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the attorneys' fees payment to Class Counsel and/or the incentive award set forth in Paragraph 8 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.4 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1-6.2 or 9.1-9.2 above, the Parties shall be restored to their respective positions in the Actions 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 vacated by the Court, and the Parties shall be returned to the *status quo ante* with respect to the Actions (including with respect to Defendant's April 14, 2023 Rule 23(f) petition filed in

Ninivaggi) as if this Agreement had never been entered into. Within five (5) business days after written notification of termination as provided in this Agreement is sent to the other Parties and Court approval if required is obtained, the Settlement Fund (including accrued interest thereon), less any Settlement Administration costs actually incurred, paid or payable and less any taxes and tax expenses paid, due or owing, shall be refunded by the Settlement Administrator to Defendant, based upon written instructions provided by Defendant's Counsel. In the event Defendant terminates this Agreement because of Plaintiffs or Class Counsel breach of this Agreement, Class Counsel shall refund to Defendant, based upon written instructions provided by Defendant's Counsel, any Settlement Administration costs actually incurred prior to termination. In the event that the Final Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Class Counsel shall, within thirty (30) days repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the attorneys' fees and costs paid to Class Counsel from the Settlement Fund, including any accrued interest. In the event the attorney fees and costs awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, but the Settlement Agreement is not voided, rescinded or otherwise terminated, Class Counsel shall within thirty (30) days repay any amount vacated or modified to the Settlement Fund.

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, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through

any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and to promptly 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, 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 Actions were brought by Plaintiffs or defended by Defendant, 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 the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in evidence in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal 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

reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, 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;

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, 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 Actions would have exceeded or would have been less than any particular amount;

(f) This Settlement Agreement shall not be used for any purpose other than enforcing the terms hereof, and the provisions in this Section 10.4 shall survive any termination of the Settlement.

10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Actions (including via its April 14, 2023 Rule 23(f) petition filed in *Ninivaggi*) or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the

Actions shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Actions or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Actions or any other judicial proceeding.

10.6 No person or entity shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

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

10.8 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.

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

10.10 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, including, without limitation, the term sheet executed on April 26, 2023. 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.

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

10.12 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.

10.13 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.

10.14 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.15 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.

10.16 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. Any disputes between the Parties concerning matters contained in this Agreement

shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court for resolution.

10.17 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware without giving effect to its choice of law or conflict of laws principles.

10.18 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because 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.

10.19 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Joshua D. Arisohn, Bursor & Fisher, P.A., 888 Seventh Avenue, New York, NY 10019; James D. Taylor, Jr., Saul Ewing LLP, 1201 N. Market Street, Suite 2300, P.O. Box 1266, Wilmington, DE 19899.

10.20 The Parties agree there will be no press release regarding the Settlement, and neither side will initiate contacts with the media nor issue any public statement, comment, or promotional material that references the terms of the Settlement; *provided*, however, that (i) upon inquiry, the Parties may state only that "The matter has been resolved consistent with the public filings related thereto." and the University may state only that "The University of Delaware is proud of the integrated efforts of our faculty and staff to successfully transition more than 6,400 class sections from in-person to virtual instruction in Spring 2020 in the face of unprecedented challenges posed by the COVID-19 pandemic. While we disagree with Plaintiffs' claims, the University determined that resolving this lawsuit is in the best interest of our students and in order to remain focused on our mission to steer students along a fulfilling educational journey to earn their college degrees;" and (ii) Class Counsel and Defendant's counsel are

permitted, in connection with their law firm websites, biographies, brochures, and firm marketing materials, future declarations regarding counsel's experience, and/or in speaker biographies, to state in writing only that it served as counsel in this Litigation and basic facts about the Settlement that are conveyed in any motion to approve the Settlement, including the Settlement Fund amount.

10.21 All persons involved in the Settlement will be required to keep confidential any personal identifying information of Class Members, and any otherwise nonpublic financial information of UD. Any documents or nonpublic information provided by UD to Class Counsel must be destroyed within 30 days of the Settlement Administrator completing the issuance of all settlement payments, except insofar as Class Counsel shall have the right to retain any work product and, in the case of pleadings submitted to the Court, any exhibits to such pleadings.

10.22 UD may communicate with Class Members in the ordinary course of its operations. UD will refer inquiries regarding this Agreement and administration of the Settlement to the Settlement Administrator or Class Counsel.

IT IS SO AGREED TO BY THE PARTIES:

Dated: Jun 5, 2023

MICHAEL NINIVAGGI

By:  _____
Michael Ninivaggi (Jun 5, 2023 20:47 EDT)

Michael Ninivaggi, individually and as representative of the Settlement Class

Dated: _____

JAKE MICKEY

By: _____

Jake Mickey, individually and as representative of the Settlement Class

Dated: _____

CAILIN NIGRELLI

By: _____

Cailin Nigrelli, individually and as representative of the Settlement Class

Dated: _____

HANNAH RUSSO

By: _____

Hannah Russo, individually and as representative of the Settlement Class

Dated: _____

SEAN GRIFFIN

By: _____

Sean Griffin, individually and as representative of the Settlement Class

Dated: _____

THE UNIVERSITY OF DELAWARE

By: _____

Name: _____

Title: _____

IT IS SO AGREED TO BY THE PARTIES:

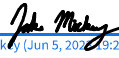
Dated: _____

MICHAEL NINIVAGGI

By: _____
Michael Ninivaggi, individually and as
representative of the Settlement Class

Dated: Jun 5, 2023

JAKE MICKEY

By: 
Jake Mickey (Jun 5, 2023 9:28 EDT)
Jake Mickey, individually and as representative of
the Settlement Class

Dated: _____

CAILIN NIGRELLI

By: _____
Cailin Nigrelli, individually and as representative of
the Settlement Class

Dated: _____

HANNAH RUSSO

By: _____
Hannah Russo, individually and as representative of
the Settlement Class

Dated: _____

SEAN GRIFFIN

By: _____
Sean Griffin, individually and as representative of
the Settlement Class

Dated: _____

THE UNIVERSITY OF DELAWARE

By: _____

Name: _____

Title: _____

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

MICHAEL NINIVAGGI

By: _____
Michael Ninivaggi, individually and as
representative of the Settlement Class

Dated: _____

JAKE MICKEY

By: _____
Jake Mickey, individually and as representative of
the Settlement Class

Dated: Jun 6, 2023

CAILIN NIGRELLI

Cailin Nigrelli
By: Cailin Nigrelli (Jun 6, 2023 14:27 EDT)
Cailin Nigrelli, individually and as representative of
the Settlement Class

Dated: _____

HANNAH RUSSO

By: _____
Hannah Russo, individually and as representative of
the Settlement Class

Dated: _____

SEAN GRIFFIN

By: _____
Sean Griffin, individually and as representative of
the Settlement Class

Dated: _____

THE UNIVERSITY OF DELAWARE

By: _____

Name: _____

Title: _____

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

MICHAEL NINIVAGGI

By: _____
Michael Ninivaggi, individually and as
representative of the Settlement Class

Dated: _____

JAKE MICKEY

By: _____
Jake Mickey, individually and as representative of
the Settlement Class

Dated: _____

CAILIN NIGRELLI

By: _____
Cailin Nigrelli, individually and as representative of
the Settlement Class

Dated: 06/06/2023

HANNAH RUSSO

By: *Hannah Russo* _____
Hannah Russo, individually and as representative of
the Settlement Class

Dated: _____

SEAN GRIFFIN

By: _____
Sean Griffin, individually and as representative of
the Settlement Class

Dated: _____

THE UNIVERSITY OF DELAWARE

By: _____

Name: _____

Title: _____

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

MICHAEL NINIVAGGI

By: _____
Michael Ninivaggi, individually and as
representative of the Settlement Class

Dated: _____

JAKE MICKEY

By: _____
Jake Mickey, individually and as representative of
the Settlement Class

Dated: _____

CAILIN NIGRELLI

By: _____
Cailin Nigrelli, individually and as representative of
the Settlement Class

Dated: _____

HANNAH RUSSO

By: _____
Hannah Russo, individually and as representative of
the Settlement Class

Dated: Jun 6, 2023

SEAN GRIFFIN

Sean Griffin
By: Sean Griffin (Jun 6, 2023 13:53 EDT)
Sean Griffin, individually and as representative of
the Settlement Class

Dated: _____

THE UNIVERSITY OF DELAWARE

By: _____

Name: _____

Title: _____

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

MICHAEL NINIVAGGI

By: _____
Michael Ninivaggi, individually and as representative of the Settlement Class

Dated: _____

JAKE MICKEY

By: _____
Jake Mickey, individually and as representative of the Settlement Class

Dated: _____

CAILIN NIGRELLI

By: _____
Cailin Nigrelli, individually and as representative of the Settlement Class

Dated: _____

HANNAH RUSSO

By: _____
Hannah Russo, individually and as representative of the Settlement Class

Dated: _____

SEAN GRIFFIN

By: _____
Sean Griffin, individually and as representative of the Settlement Class

Dated: 6/7/2023

THE UNIVERSITY OF DELAWARE

DocuSigned by:

By: *Dennis Assanis*

D4DDEC4399B5428...

Name: Dennis Assanis

Title: President

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: 6/7/2023

BURSOR & FISHER, P.A.

By: Josh Arisohn

Joshua D. Arisohn
jarisohn@bursor.com
BURSOR & FISHER, P.A.
888 Seventh Avenue
New York, NY 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

*Attorneys for Class Representatives and the
Settlement Class*

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

JADE D'AMARIO and JOSHUA DUNN, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

THE UNIVERSITY OF TAMPA,

Defendant.

Case No. 7:20-cv-03744-CS

~~PROPOSED~~ FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE

WHEREAS, a class action is pending before the Court entitled *D'Amario, et al. v. The University of Tampa*, No. 7:20-cv-03744-CS; and

WHEREAS, Plaintiffs Jade D'Amario and Joshua Dunn and Defendant The University of Tampa have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant upon the terms and conditions set forth therein (the "Settlement Agreement") (ECF No. 62-1); and

WHEREAS, on June 3, 2022, the Court granted Plaintiff's Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Class pursuant to Fed. R. Civ. P. 23(b)(3) of "all students and former students who paid, or on whose behalf payment was made, tuition and fees for educational services to Defendant for the Spring 2020 Semester, and who remained enrolled as of March 1, 2020." (ECF No. 65 at ¶ 9); and

WHEREAS, the Court has considered the Parties' Class Action Settlement Agreement (ECF No. 62-1), as well as Plaintiffs' Motion for Final Approval of the Settlement Agreement

(ECF No. 71), Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, And Incentive Awards (ECF No. 66), together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel at the Final Approval Hearing held on October 18, 2022, and the record in the Action, and good cause appearing;

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Parties' Class Action Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class members.
3. The notice provided to the Settlement Class pursuant to the Settlement Agreement (ECF No. 62-1) and order granting Preliminary Approval (ECF No. 65) – including (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive Settlement Class List provided by Defendant, and (ii) the creation of the Settlement Website – fully complied with the requirements of Fed. R. Civ. P. 23 and due process, was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.
4. 5 individuals – listed at Paragraph 19 of the Declaration of Ryan Bahry (ECF No. 72) – have submitted timely requests for exclusion and are therefore excluded from the Settlement Class.
5. The Court finds that Defendant properly and timely notified the appropriate government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendant's

notice, and finds that it complied with all applicable requirements of CAFA. Further, more than ninety (90) days have elapsed since Defendant provided notice pursuant to CAFA and the Final Approval Hearing.

6. This Court now gives final approval to the Settlement Agreement, and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, and in the best interests of the Settlement Class Members, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Action, (ii) affirmative defenses asserted in the Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual posture of this case, the amount of discovery completed, and the fact that the Settlement is the result of arm's-length negotiations between the Parties support this finding. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

7. The Court has specifically considered the factors relevant to class action settlement approval. *See* Fed. R. Civ. P. 23(e); *see also City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974).

8. The Court finds that the Class Representatives and Class Counsel adequately represented the Settlement Class for the purposes of litigating this matter and entering into and implementing the Settlement Agreement.

9. Accordingly, the Settlement is hereby finally approved in all respects.

10. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final Judgment in full and shall have the full force of an Order of this Court.

11. This Court hereby dismisses the Action, as identified in the Settlement Agreement, on the merits and with prejudice.

12. Upon the Effective Date of this Final Judgment, Plaintiffs and each and every Settlement Class Member who did not opt out of the Settlement Class (whether or not such members submit claims), including such individuals' present or past heirs, executors, family members, lenders, funders, payors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations shall be deemed to have released Defendant, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, consultants, independent contractors, insurers, including without limitation employees of the foregoing, directors, trustees, board members, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, corporations, and all third party service providers or entities identified as Defendant's agents and/or independent contractors in this Action from any and all actual, potential, filed,

known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, charges, complaints, liabilities, rights, causes of action, obligations, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, injunctive relief, declaratory relief, equitable relief, expenses, costs, attorneys' fees and or obligations (including "Unknown Claims," as defined in the Settlement Agreement), whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, including any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, claims, liabilities, or failures to act regarding Defendant's actions or decisions in respect to the Spring 2020 academic term, including ceasing physically in-person, on-campus education and services and transitioning to a remote format for the Spring 2020 academic term, including but not limited to all claims that were brought or could have been brought in the Action relating to any and all Releasing Parties.

13. Upon the Effective Date of this Final Judgment, the above release of claims and the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties. All Settlement Class Members are hereby permanently barred and enjoined 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 any of the Released Claims.

14. The Court has also considered Plaintiffs' Motion For Attorneys' Fees, Costs, Expenses, And Incentive Awards, as well as the supporting memorandum of law and

declarations (ECF No. 66), and adjudges that the payment of attorneys' fees and costs in the amount of \$1,133,333.33 is reasonable in light of the multi-factor test used to evaluate fee awards in the Second Circuit. *See Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43, 50 (2d Cir. 2000). This award includes Class Counsel's unreimbursed litigation costs and expenses. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

15. The Court has also considered Plaintiffs' Motion, memorandum of law, and supporting declarations for incentive awards to the Class Representatives, Jade D'Amario and Joshua Dunn. (ECF No. 70, at 19-20). The Court adjudges that the payment of incentive awards in the amount of \$10,000 each to Ms. D'Amario and Mr. Dunn to compensate them for their efforts and commitment on behalf of the Settlement Class is fair, reasonable, and justified under the circumstances of this case. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

16. All payments made to Settlement Class Members pursuant to the Settlement Agreement that are not cashed within ninety (90) days of issuance shall revert to Defendant for the direct benefit of the students of The University of Tampa through the creation of a special student-focused scholarship fund administered by The University of Tampa. Except as otherwise set forth in this Order, the Parties shall bear their own costs and attorneys' fees.

17. The Parties, without further approval from the Court, are hereby permitted to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Judgment and do not limit the rights of Settlement Class Members.

18. Without affecting the finality of this Final Judgment for purposes of appeal, until the Effective Date the Court shall retain jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement.

19. This Court hereby directs entry of this Final Judgment pursuant to Federal Rule of Civil Procedure 58 based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Final Judgment.

IT IS SO ORDERED, this 18th day of October, 2022.



The Honorable Cathy Seibel
United States District Judge

EXHIBIT D

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

ZOEY METZNER and DOMINIC GRAVINO,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

QUINNIPIAC UNIVERSITY,

Defendant.

No. 3:20-cv-00784-KAD

**FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, a class action is pending before the Court entitled *Metzner, et al. v. Quinnipiac University*, No. 3:20-cv-00784-KAD; and

WHEREAS, Plaintiffs Zoey Metzner and Dominic Gravino and Defendant Quinnipiac University have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant upon the terms and conditions set forth therein (the “Settlement Agreement”) (ECF No. 118-1); and

WHEREAS, on December 16, 2022, the Court granted Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Class pursuant to Fed. R. Civ. P. 23(b)(3) of “[a]ll Quinnipiac undergraduate and graduate students for whom any amount of tuition and/or fees was paid from any source (e.g., the student’s own funds, funding from a parent or other family member, loan, or non-Quinnipiac scholarship) to Defendant for the Spring 2020 Semester, and whose tuition and fees have not been refunded in their entirety” (ECF No. 125 at ¶ 9); and

WHEREAS, the Court has considered the Parties’ Class Action Settlement Agreement, as

well as Plaintiffs' Motion for Final Approval of the Settlement Agreement, Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, And Incentive Awards, together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel at the Final Approval Hearing, and the record in the Action, and good cause appearing;

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Parties' Class Action Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Action pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over all Parties to the Action, including all Settlement Class Members, defined as: All Quinnipiac undergraduate and graduate students for whom any amount of tuition and/or fees was paid from any source (e.g., the student's own funds, funding from a parent or other family member, loan, or non-Quinnipiac scholarship) to Defendant for the Spring 2020 Semester, and whose tuition and fees have not been refunded in their entirety.¹
3. The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval (ECF No. 125) – including (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive Settlement Class List provided by Defendant, and (ii) the creation of the Settlement Website – fully complied with the

¹ Excluded from the Settlement Class are (1) any Judge or Magistrate Judge presiding over this Action and members of their families; (2) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, and attorneys; (3) persons who properly execute and file a timely request for exclusion from the class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Quinnipiac undergraduate or graduate students that received a full Quinnipiac scholarship for the Spring 2020 Semester.

requirements of Fed. R. Civ. P. 23 and due process, was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing. The Notice constituted due, adequate and sufficient notice to all Settlement Class Members, and met all applicable requirements of the Federal Rules of Civil Procedure, and the Due Process Clause of the United States Constitution.

4. Three individuals – listed at Paragraph 19 of the Declaration of Ryan Bahry – have submitted timely requests for exclusion and are therefore excluded from the Settlement Class.

5. The Court finds that Defendant properly and timely notified the appropriate government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendant’s notice, and finds that it complied with all applicable requirements of CAFA. Further, more than ninety (90) days have elapsed after Defendant provided notice pursuant to CAFA prior to the Final Approval Hearing. None of the officials to whom notice was given under CAFA has filed an objection to the Settlement or otherwise sought to be heard.

6. The Court finds that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) Plaintiffs have fairly and adequately represented the interests of the Settlement Class; (e) questions of law and fact common to class members predominate over any questions affecting only individual Class Members; and (f) a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. The Court confirms as final its conditional certification of the

Settlement Class as stated in the Preliminary Approval Order (ECF No. 125 ¶ 9).

7. This Court now gives final approval to the Settlement Agreement, and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, and in the best interests of the Settlement Class Members, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Action, (ii) affirmative defenses asserted in the Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual posture of this case, the amount of discovery completed, and the fact that the Settlement is the result of arm's-length negotiations between the Parties support this finding. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

8. The Court has specifically considered the factors relevant to class action settlement approval. *See* Fed. R. Civ. P. 23(e); *see also City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974). The Court finds that:

- (a) the Settlement was the product of informed, good-faith, arms' length, and lengthy negotiations between the Parties and their capable and experienced counsel, and was reached with the assistance of a well-qualified and experienced mediator;
- (b) the case was complex, expensive and time consuming and would have continued to be so through trial if the case had not settled, resulting in

substantial delay before any Settlement Class Members would receive compensation if the litigation were successful;

- (c) the Settlement Class would have faced numerous and substantial risks in obtaining certification of a litigation class, and in establishing liability and/or damages if they decided to continue litigation rather than settle;
- (d) the benefits provided to Settlement Class Members under the Settlement Agreement are well within the range of reasonableness in light of the best possible recovery and the risks the parties would have faced if the case had continued;
- (e) the benefits of the Settlement treat Settlement Class Members equitably relative to each other, as all Settlement Class Members are eligible for the same benefits, all Settlement Class Members made payments to QU substantially larger than the amounts recovered as part of the Settlement, and it was not feasible to provide individualized payments;
- (f) the method of distributing relief to the Settlement Class is fair and reasonable and being conducted by an experienced and neutral Settlement Administrator;
- (g) the proposed award of attorney's fees is to be paid separately from and does not affect the relief to be provided to the Settlement Class; and
- (h) the proposed settlement was well-received by the Settlement Class.

9. The Court finds that the Class Representatives and Class Counsel adequately represented the Settlement Class for the purposes of litigating this matter and entering into and

implementing the Settlement Agreement.

10. The Court held a Final Approval Hearing on April 10, 2023 at 10:00 a.m., giving the Parties and any Settlement Class Members present an opportunity to be heard if they so desired.

11. Accordingly, the Settlement is hereby finally approved in all respects.

12. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

13. This Court hereby dismisses this Action, on the merits and with prejudice.

14. Upon the Effective Date of the Settlement Agreement, Plaintiffs and each and every Settlement Class Member who did not opt out of the Settlement Class (whether or not such members submit claims), including such individuals' present or past heirs, executors, family members, lenders, funders, payors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations shall be deemed to have released Defendant, as well as any and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, shareholders, assigns, agents, trustees, administrators, executors, insurers, and attorneys from any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, and all other legal responsibilities in any form or nature, including but not limited to,

all claims relating to or arising out of any state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted (including “Unknown Claims,” as defined in the Settlement Agreement), arising out of or in any way allegedly related to QU tuition, fees and/or costs paid or incurred by or on behalf of any Settlement Class Member in connection with the Spring 2020 Semester, including but not limited to all claims that were brought or could have been brought in the Action.

15. Upon the Effective Date of this Final Judgment, the above release of claims and the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties. All Settlement Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action or arbitration in any jurisdiction based on or arising out of any of the Released Claims. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Final Judgment, and this Court’s authority to effectuate the Settlement Agreement, and is ordered in aid of this Court’s jurisdiction and to protect its judgments.

16. The Court has also considered Plaintiffs’ Motion For Attorneys’ Fees, Costs, Expenses, And Incentive Awards, as well as the supporting memorandum of law and declarations (ECF No. 127), and adjudges that the payment of attorneys’ fees and costs in the amount of \$833,333.33 is reasonable in light of the multi-factor test used to evaluate fee awards in the Second Circuit. *See Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43, 50 (2d Cir. 2000). This award includes Class Counsel’s unreimbursed litigation costs and expenses. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement

Agreement.

17. The Court has also considered Plaintiffs' Motion, memorandum of law, and supporting declarations for incentive awards to the Class Representatives, Zoey Metzner and Dominic Gravino. (ECF No. 127-1). The Court adjudges that the payment of incentive awards in the amount of \$3,000 each to Ms. Metzner and Mr. Gravino to compensate them for their efforts and commitment on behalf of the Settlement Class is fair, reasonable, and justified under the circumstances of this case. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

18. All payments made to Settlement Class Members pursuant to the Settlement Agreement via checks that are not cashed within one hundred eighty (180) days of issuance, and any remaining funds in the Settlement Fund after distribution of all Cash Awards and Settlement Administration Expenses, shall be paid by the Settlement Administrator to Defendant for the direct benefit of the students of Quinnipiac University through the Quinnipiac University Financial Aid Appeals Fund. Except as otherwise set forth in this Order, the Parties shall bear their own costs and attorneys' fees.

19. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Releasees; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Releasees may file the Settlement Agreement and/or the Judgment from this litigation in any other action that may be brought against them 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 theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settlement Agreement may not be the subject of discovery, and may not be referred to, or offered or received in evidence against any of the Releasees in any civil, criminal or administrative action or proceeding, except by the Parties for purposes of enforcing the Settlement Agreement.

20. The Parties, without further approval from the Court, are hereby permitted to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Judgment and do not materially alter the rights of Settlement Class Members.

21. Without affecting the finality of this Final Judgment for purposes of appeal, the Court shall retain jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement.

22. This Court hereby directs entry of this Final Judgment pursuant to Federal Rule of Civil Procedure 58 based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Final Judgment.

IT IS SO ORDERED, this ___ 10th day of April ___, 2023.

/s/ Kari A. Dooley

The Honorable Kari A. Dooley
United States District Judge

EXHIBIT E

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI**

DYLAN MARTIN, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

LINDENWOOD UNIVERSITY,

Defendant.

Civil Action No. 4:20-cv-01128-RLW

Hon. Ronnie L. White

**FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, a class action is pending before the Court entitled *Martin v. Lindenwood University*, No. 4:20-cv-01128-RLW; and

WHEREAS, Plaintiff Dylan Martin and Defendant Lindenwood University have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant upon the terms and conditions set forth therein (the “Settlement Agreement”) (ECF No. 40-2); and

WHEREAS, on January 6, 2022, the Court granted Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Class pursuant to Fed. R. Civ. P. 23(b)(3) of “all people who paid Defendant tuition or fees in the Spring 2020 Semester (including in connection with any school terms or courses offered in the Spring 2020) for educational services that, absent the COVID-19 pandemic, would have been provided in-person, and whose tuition and fees have not been refunded.” ECF No. 41 at 9; and

WHEREAS, the Court has considered the Parties’ Class Action Settlement Agreement (ECF No. 40-2), as well as Plaintiff’s Motion for Final Approval of the Settlement Agreement

(ECF No. 46), Plaintiff's Motion for Attorneys' Fees, Costs, Expenses, And Incentive Award (ECF No. 44), together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel at the Final Approval Hearing held on May 11, 2022, and the record in the Action, and good cause appearing;

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Parties' Class Action Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class members.
3. The notice provided to the Settlement Class pursuant to the Settlement Agreement (ECF No. 40-2) and order granting Preliminary Approval (ECF No. 41) – including (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive Settlement Class List provided by Defendant, and (ii) the creation of the Settlement Website – fully complied with the requirements of Fed. R. Civ. P. 23 and due process, was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.
4. The Court finds that Defendant properly and timely notified the appropriate government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendant's notice, and finds that it complied with all applicable requirements of CAFA. Further, more than ninety (90) days have elapsed since Defendant provided notice pursuant to CAFA and the Final Approval Hearing.

5. This Court now gives final approval to the Settlement Agreement, and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable, and in the best interests of the Settlement Class Members, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Action, (ii) affirmative defenses asserted in the Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits. The complex legal and factual posture of this case, the amount of discovery completed, and the fact that the Settlement is the result of arm's-length negotiations between the Parties support this finding. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

6. The Court has specifically considered the factors relevant to class action settlement approval. *See* Fed. R. Civ. P. 23(e).

7. The Court finds that the Class Representative and Class Counsel adequately represented the Settlement Class for the purposes of litigating this matter and entering into and implementing the Settlement Agreement.

8. Accordingly, the Settlement is hereby finally approved in all respects.

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final Judgment in full and shall have the full force of an Order of this Court.

10. This Court hereby dismisses the Action, as identified in the Settlement

Agreement, on the merits and with prejudice.

11. Upon the Effective Date of this Final Judgment, Plaintiff and each and every Settlement Class Member who did not opt out of the Settlement Class (whether or not such members submit claims), including such individuals' respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, consultants, independent contractors, insurers, including without limitation employees of the foregoing, directors, trustees, board members, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, corporations, and all third party service providers or entities identified as Lindenwood's agents and/or independent contractors in this Action shall be deemed to have released Defendant, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, consultants, independent contractors, insurers, including without limitation employees of the foregoing, directors, trustees, board members, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, corporations, and all third party service providers or entities identified as Lindenwood's agents and/or independent contractors in this Action from 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, extra-contractual claims, damages, punitive, exemplary or

multiplied damages, expenses, costs, attorneys' fees and or obligations (including "Unknown Claims," as defined in the Settlement Agreement), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding Lindenwood's actions or decisions in respect to the Spring 2020 academic term, including ceasing in-person education and transitioning to a remote format for the Spring 2020 academic term, including but not limited to all claims that were brought or could have been brought in the Action relating to any and all Releasing Parties.

12. Upon the Effective Date of this Final Judgment, the above release of claims and the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties. All Settlement Class Members are hereby permanently barred and enjoined 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 any of the Released Claims.

13. The Court has also considered Plaintiff's Motion For Attorneys' Fees, Costs, Expenses, And Incentive Award, as well as the supporting memorandum of law and declarations (ECF Nos. 44-45), and adjudges that the payment of attorneys' fees and costs in the amount of \$550,000 is reasonable in light of the multi-factor test used to evaluate fee awards in the Eighth Circuit. *See, e.g., Allen v. Tobacco Superstore, Inc.*, 475 F.3d 931, 944 n.3 (8th Cir. 2007). This award includes Class Counsel's unreimbursed litigation costs and expenses. Such payment shall

be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

14. The Court has also considered Plaintiff's Motion, memorandum of law, and supporting declarations for an incentive award to the Class Representative, Dylan Martin. *See* ECF Nos. 44-45. The Court adjudges that the payment of an incentive award in the amount of \$5,000 to Mr. Martin to compensate him for his efforts and commitment on behalf of the Settlement Class, is fair, reasonable, and justified under the circumstances of this case. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

15. All payments made to Settlement Class Members pursuant to the Settlement Agreement that are not cashed within one hundred and eighty (180) days of issuance shall revert to Scholarship America, which the Court approves as an appropriate *cy pres* recipient. Except as otherwise set forth in this Order, the Parties shall bear their own costs and attorneys' fees.

16. The Parties, without further approval from the Court, are hereby permitted to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Judgment and do not limit the rights of Settlement Class Members.

17. Without affecting the finality of this Final Judgment for purposes of appeal, until the Effective Date the Court shall retain jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement.

18. This Court hereby directs entry of this Final Judgment pursuant to Federal Rule of Civil Procedure 58 based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Final Judgment.

IT IS SO ORDERED, this 11th day of May, 2022.



RONNIE L. WHITE
UNITED STATES DISTRICT JUDGE

EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

JODI FITTIPALDI and LEXI
FITTIPALDI, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

MONMOUTH UNIVERSITY,

Defendant.

Case No. 3:20-cv-05526- RLS

Hon. Rukhsanah L. Singh

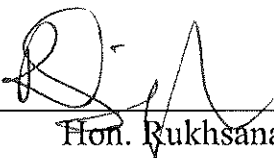
**ORDER GRANTING PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, COSTS, EXPENSES, AND INCENTIVE AWARDS**

AND NOW, this 30th day of December, 2022, upon consideration of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Incentive Awards, all exhibits and declarations attached thereto, any opposition thereto, and arguments of counsel, if any, and for good cause shown, it is hereby ORDERED that:

1. Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Incentive Awards is **GRANTED** in full.
2. Class Counsel is entitled to reasonable attorneys' fees and reimbursement of litigation-related expenses, which the Court finds to be \$433,333.33. This sum shall be paid out of the Settlement Fund in accordance with the provisions of the Settlement Agreement.

3. The Class Representatives in this action initiated their respective lawsuits, acted to protect the Class, and assisted their counsel. Class Representatives Jodi Fittipaldi and Lexi Fittipaldi are each entitled to a service award of \$5,000. These sums shall be paid out of the Settlement Fund in accordance with the provisions of the Settlement Agreement.

Dated: December 30, 2022



Hon. Rukhsanah L. Singh

EXHIBIT G

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
IN RE COLUMBIA UNIVERSITY TUITION	:	Lead Case No. 1:20-cv-03208 (JMF)
REFUND ACTION	:	
	:	
	:	
-----	X	

~~PROPOSED~~ FINAL JUDGMENT

WHEREAS, the Parties to the above-captioned putative class action (the “Action”) entered into a Stipulation of Settlement dated as of November 23, 2021 (the “Settlement”);

WHEREAS, on December 3, 2021, the Court entered an Order Preliminarily Approving Settlement, Provisionally Certifying the Settlement Class, and Appointing Class Counsel and Class Representatives for the Settlement Class (“Preliminary Approval Order”), which, inter alia: (i) preliminarily approved the Settlement; (ii) preliminarily determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of the Settlement Class comprising:

All students enrolled in Columbia’s Programs who were assessed Spring 2020 Fees, with the exception of: (i) any person who withdrew from Columbia on or before March 13, 2020; (ii) any person enrolled solely in a program for the Spring 2020 semester that was always and originally delivered as an online program; (iii) any person who properly executes and files a timely opt-out request to be excluded from the Settlement Class; and (iv) the legal representatives, successors or assigns of any such excluded person

where “Columbia’s Programs” and “Spring 2020 Fees” have the meanings specified in Paragraph 1 of the Settlement; (iii) preliminarily appointed Student A, Chris Riotta, Lisa Guerra and Alexandra Taylor-Gutt as Settlement Class Representatives; (iv) preliminarily appointed Gainey McKenna & Egleston and Anastopoulo Law Firm, LLC as Class Counsel; (v) approved the forms and manner of notice of the Settlement to Potential Settlement Class Members; (vi) directed that

appropriate notice of the Settlement be given to the Potential Settlement Class; and (vii) set a hearing date to consider final approval of the Settlement;

WHEREAS, notice of the Settlement was provided to Potential Settlement Class Members in accordance with the Court's Preliminary Approval Order;

WHEREAS, on March 24, 2022, at 3:30 p.m., at the United States District Court for the Southern District of New York, 40 Foley Square, New York, New York 10007, the Honorable Jesse M. Furman held a hearing to determine whether the Settlement was fair, reasonable, and adequate to the Settlement Class ("Fairness Hearing");

WHEREAS, at the Fairness Hearing held on March 24, 2022, no opposition to the Settlement was expressed by any Party or any member of the Settlement Class; and

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement and all other files, records, and proceedings in the Action, and being otherwise fully advised,

THE COURT HEREBY FINDS AND CONCLUDES that:

A. This Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties and all the Settlement Class Members for purposes of the Settlement.

B. This Order incorporates the definitions in the Settlement and all terms used in the Order have the same meanings as set forth in the Settlement, unless otherwise defined herein.

C. The Short Form Notice and Long Form Notice ("the Notices") provided to the Potential Settlement Class in accordance with the Preliminary Approval Order constituted the best notice practicable under the circumstances of this Action and constituted due and sufficient notice of the proceedings and matters set forth therein, including of the Settlement, to all persons entitled

to notice. The Notices fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws and rules.

D. The notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, have been satisfied.

E. For purposes of the Settlement only, the Action may proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

F. Class Counsel and the Settlement Class Representatives have fairly and adequately represented the Settlement Class, both with respect to litigation of the Action and for purposes of entering into and implementing the Settlement. Class Counsel and the Settlement Class Representatives have satisfied the requirements of Rules 23(a)(4) and 23(g) of the Federal Rules of Civil Procedure.

G. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court grants final approval of the Settlement, as: (i) it is in all respects fair, reasonable, and adequate to the Settlement Class; (ii) it was the product of informed, arm's-length negotiations among competent, able counsel; (iii) it was based on a record that is sufficiently developed to have enabled the Settlement Class Representatives and Columbia to adequately evaluate their positions; (iv) the relief provided to the Settlement Class is adequate, taking into account the costs, risks, and delay of continued litigation and the effectiveness of the plan of allocation as outlined in the Settlement; (v) the Settlement treats Settlement Class Members equitably relative to one another; and (vi) the Settlement was positively received by the Settlement Class.

H. The persons who have timely and validly requested exclusion from the Settlement Class, if any, are identified in Exhibit 1 attached hereto ("Excluded Persons").

I. The Settlement Class Representatives and the Settlement Class Members, and all

and each of them, are hereby bound by the terms of the Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that:

1. The Settlement is fair, reasonable, and adequate to the Settlement Class. Accordingly, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

2. All Parties to this Action, and all Settlement Class Members, are bound by the Settlement and this Final Judgment. Excluded Persons identified in Exhibit 1 are no longer parties to this Action and are not bound by the Settlement.

3. Final Judgment shall be, and hereby is, entered dismissing the Action with prejudice, and without taxation or costs in favor of or against any Party.

4. The Settlement Class Representatives, Class Counsel, and all other Settlement Class Members, and each of their respective present and former heirs, family members, guardians, executors, administrators, employees, agents, representatives, attorneys, outside counsel, predecessors, successors, assigns, and any person who has made payments to Columbia on their behalf (hereinafter “Releasing Settlement Class Parties”), are hereby conclusively deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived and discharged Columbia and all of its present, future, and former parent, subsidiary, and affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing’s respective present, future, and former officers, directors, trustees, academic affiliates, employees, faculty members, students, agents, representatives, attorneys, outside counsel, predecessors, successors, and assigns (hereinafter “Released Columbia Parties”), from any and all suits, claims, controversies, rights, agreements, promises, debts, liabilities, accounts,

reckonings, demands, damages, judgments, obligations, covenants, contracts, costs (including, without limitation, attorneys' fees and costs), losses, expenses, actions or causes of action of every nature, character, and description, in law or in equity, that any Releasing Party ever had, or has, or may have in the future, upon or by reason of any matter, cause, or thing whatever from the beginning of the world to the Effective Date of the Settlement, arising out of, concerning, or relating in any way to Columbia's transition to remote education with respect to the COVID-19 pandemic beginning in March 2020, or the implementation or administration of such remote education, including but not limited to all claims that were brought or could have been brought in the Action (hereinafter "Released Claims").

5. The Releasing Settlement Class Parties are hereby barred and permanently enjoined from instituting, asserting or prosecuting any or all of the Released Claims against any of the Released Columbia Parties.

6. Columbia and all of its present and former parent, subsidiary, and affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing's respective present and former predecessors, successors, and assigns (hereinafter "Releasing Columbia Parties"), are hereby conclusively deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged the Settlement Class Representatives, Class Counsel, and all other Settlement Class Members, and each of their respective present, future, and former heirs, family members, guardians, executors, administrators, employees, agents, representatives, attorneys, outside counsel, predecessors, successors, assigns, and any person who has made payments to Columbia on their behalf (hereinafter "Released Settlement Class Parties"), from all Released Claims.

7. The Releasing Columbia Parties are hereby barred and permanently enjoined from

instituting, asserting, or prosecuting any or all of the Released Claims against any of the Released Settlement Class Parties.

8. The manner of distribution of the Net Settlement Fund as described in the Settlement and in the Notices to Potential Settlement Class Members is hereby approved, subject to modification by further order of this Court, which may, at the discretion of the Court, be entered without further notice to the Settlement Class. Any order or proceedings relating to the manner of distribution of the Net Settlement Fund, so long as they are not materially inconsistent with this Final Judgment, shall not operate to terminate or cancel the Settlement or affect the finality of this Final Judgment approving the Settlement.

9. The Court hereby decrees that neither the Settlement nor this Final Judgment nor the fact of the Settlement is an admission or concession by Columbia of any fault, wrongdoing, or liability whatsoever. This Final Judgment is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference against Columbia or the Released Columbia Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement.

10. Class Counsel are awarded attorneys' fees in the amount of \$4,166,666.67, and reimbursement of litigation expenses in the amount of \$1,987.08, such amounts to be paid from out of the Settlement Fund in accordance with the terms of the Settlement. In addition, \$55,000 in Administrative Expenses are to be paid out of the Settlement Fund to Simpluris, Inc., to perform its responsibilities as the Settlement Administrator, in accordance with the terms of the Settlement.

11. Settlement Class Representatives are each awarded a case contribution award in the amount of \$25,000.00, such amounts to be paid from out of the Settlement Fund in accordance

with the terms of the Settlement.


12. Without affecting the finality of this Final Judgment in any way, the Court retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions from the Settlement Fund; (b) the Action, until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement and any further orders of the Court; and (c) the Parties, for the purpose of enforcing and administering the Settlement.

13. There is no just reason to delay the entry of this Final Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Final Judgment in this Action and to close the case.

14. In the event that this Final Judgment does not become Final in accordance with Paragraph 1(k) of the Settlement, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void, except those necessary to effect termination of the Settlement. In such event, the Action shall return to its status immediately prior to execution of the Settlement.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Date: March 29, 2022
New York, New York



Jesse M. Furman
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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:
IN RE COLUMBIA UNIVERSITY TUITION : Lead Case No. 1:20-cv-03208 (JMF)
REFUND ACTION :
:
:
-----X

Exhibit 1 – List of Excluded Persons

First Name	Last Name
Sergio	Acuna
Md Rasel	Ahmed
Aigerim	Akhmetova
Lucia	Alenar Iglesias
Waleed	Alqahtani
Solomon	Amadiume
Holly	Andrews
Henry	Anker
Jordan	Anstatt
Catalina	Antonio Granados
Daniel	Arias
Devin	Armstrong
Henry	Arroyo
Tarek	Aryani
Munir	Atalla
Roni	Aviv
Anastasia	Ayazi De Marchi
Harry	Bartle
Patrick	Bayly
Andrew	Bell
Cody	Beltis
Omer	Ben-David
Archibald	Benhamou
Anika	Benkov
Jacob	Berman
Caroline	Blair
Katherine	Blair
Christopher	Blanco
Minka	Bleakley
Paula	Bourgie
Eric	Brittain
Lindsey	Brittain
Claire	Brooks
Jonathan	Brown
Glenn	Brown
Ronald	Brown
Aliza	Brugger
Daniel	Byers
Rosana	Caban
Julian	Callaghan
Peter	Campbell

Ivana	Carman
Lunise	Cerin
Kaela	Chambers
Chiyang	Chang
Rali	Chaouni
Sushant	Chaudhary
Leila	Chediak
Susan	Chen
Szu-Wei	Chen
Wen Yuan	Chen
Ningxin	Chen
Po-Yu	Chen
Junyi	Chen
Jong Hwan	Choi
Tae Jung	Choi
Stephanie	Choriatis
Kevin	Claiborne
Spencer	Clawson
Patrick	Clement
Noga	Cohen
Avishag	Cohen Rodrigues
Joanna	Cortez
Lauren	Covey
Ryan	Craver
Marta	Cruanas Compes
Kristin	Curtis
Ian	Decker
Angeline	Dimambro
Major	Dorfman
Danielle	Douge
Ana	Dow Silva
Michael	Dukas
Benjamin	Eckersley
Jade	Edwards
Kathy	Esquenazi
Molly	Evans
Stephanie	Falkeis
Brittany	Fauconnet
Monica	Felix
Caitlin	Ferrell
Stephanie	Fine
Lauren	Fondren

Allison	Fontaine-Capel
Peter	Forbes
Jasmin	Freitas Tenucci
Paul	Gambourg
Esteban	Garcia Vernaza
Chenxi	Ge
Scott	Gerlomes
Lauren	Goetzman
Baris	Gokturk
Andrew	Golden
Mitchell	Gomes
Felipe	Gomez Mitsui
Justin	Goncalves
Fernando	Gonzalez Ortiz
Wesley	Goodrich
Danielle	Gottesman
Jorge	Granados Ross
Kenneth	Green
April	Griffin
Elizabeth	Grupp
Shanming	Guo
Joan	Hacker
Gina	Hackett
Eden	Hadad
Kevin	Haefelin
Emma	Hall-Martin
Camille	Hamadet
Chad	Hamilton
Joshua	Harris
Jennifer	Hassin
Mathilde	Hauducoeur
Juan David	Hernandez Diaz
Erin	Holland
Dong-Ren	Hong
Hsiao-Wen	Hsu
Tony	Huang
Jacob	Huebner
Megan	Huggins
Adam	Jackson
Neda	Jebelli
Priscilla	Jeong
Yi Fan	Jiang
Yue	Jiang
Shan	Jiang
Tianyi	Jiang
Jon	Jones
Robert	Jones
Omar	Kakar
Minkyu	Kang
Agnes	Karlsson
Joshua	Kellerman
Shannon	Kelley
Robert	Kerr
Katie	Kim
Jungyoon	Kim

Ji-Heuk	Kim
Max	Kimble
Kristin	Kohlmeyer
Clarece	Koury
Abhishek	Kumar
Melik	Kuru
Timothy	Kwasny
John	La Costa
Kinder	Labatt
Louis	Lagayette
Juan Paulo	Laserna
Rider	Laskin
Wai	Lau
Sarah	Lee
Yukyong	Lee
Ryan	Levitt
Yiyi	Li
Lu	Li
Bicheng	Liang
Joseph	Liatela
Ke	Liu
Rodney	Llaverias
Jingwen	Long
Xiaomeng	Lu
Yuanjiong	Lu
Natalia	Luque
Paula	Lycan
Mackenzie	Lyle
Cara	Lynch
Mona	Maahn
Nina	Mahesh
Maria	Majluf Baeza
Keli	Maksud
Varun	Malik
Erica	Mao
Benjamin	Martin
Bruno	Mattos Rubeiz
Sean	Mcauliffe
Max	Mcgillivray
Hazel	Mckibbin
Raphaella	Melsohn
James	Mercer
Ethan	Mermelstein
Grace	Merriman
Kathryn	Miller
Aiman	Mimiko
Ida	Modagheh Yazdi
Farah	Mohammad
Dennis	Morganti
Eric	Morton
Hallel	Mujingila Diakalenga
Selman	Nacar
Cameron	Nelson
Eric	Nelson
Jesahel	Newton-Bernal

Patrick	Nichols
Alvaro	Nunez Secchi
Olive	Nwosu
Nicholas	Nyhof
Keika	Okamoto
Olafur	Olason
Sonia	Oleniak
Adewale	Olukayode
Rebecca	Oneill
Gleb	Osatinski
Cecilia	Otero
Renee	Paient
Diana	Palermo
Adelaide	Pallincourt
Sushama	Parmar
Moara	Passoni
Olivia	Peralta
Harrison	Perkins
Ana	Perromat
Adriana	Pettinga
Grace	Philips
William	Pinke
Tomas	Pinzon Lucena
Bradley	Pitts
Julia	Pontes
Yixuan	Qi
Erin	Ramirez
Antonio	Rattes De Farias
Ava	Ravich
Denisse	Reyes
Marion	Rich
Melanie	Rish
John	Rivas
Victoria	Rivera
James	Rodrigues
Xiaoyue	Ruan
Nader	Salem
Prashanth	Sampathkumaran
Chloe	Sarbib
Abigail	Schwarz
Yixuan	Shao
Rahul	Sharma
Vivienne	Shaw
Kio	Shijiki
Vishnu	Sinha
Daniel	Slottje
Warren	Smith
Tyler	St Pierre

Alexis	Stodghill
Andrea	Studinger
Dhruv	Sud
Stipan	Tadic
Margaret	Talbot-Minkin
Wan Xin	Tang
Kiyomi	Taylor
Dhane	Taylor
Erica	Tennyson
Natalie	Teter
Jaclyn	Todd
Donovan	Tolledo
Werner	Traut
Cooper	Troxell
Connie	Tsang
Khari	Turner
William	Turner
Barbara	Twist
Kari	Ulfsson
Gabriele	Urbonaite
Meera	Vaidya
Felix	Van Kann
Natchanon	Vana
Ricardo	Varona
Raelis	Vasquez
Brian	Velsor
Xiaolong	Wang
Jing	Wang
Rachel	Ward
Rachel	Webb
Saladin	White
Meredith	Wilson
Hongwei	Wu
Markus	Wulf
Yueyi	Xing
Hangcheng	Xu
Hyun	Yang
Anthony	Yang
Chien-Ni	Yang
Yachi	Yang
Zebang	Yang
Alexander	Yarber
Christina	Yoon
Ye	Yuan
Bofan	Zhang
Bohan	Zhang
Yihao	Zheng

EXHIBIT H

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

ALEC FABER, individually and on
behalf of all others similarly situated; and
AHNAF RAHMAN, individually and on
behalf of others similarly situated,

Plaintiffs,

v.

CORNELL UNIVERSITY,

Defendant.

Case No.: 3:20-cv-00467 MAD/ML

Hon. Mae A. D’Agostino

FINAL JUDGMENT

WHEREAS, the Parties to the above-captioned putative class action (the “Action”) executed a Settlement Agreement dated March 6, 2023 (the “Settlement”);

WHEREAS, on August 24, 2023, the Court entered an Order Granting Preliminary Approval of the Settlement, Directing Notice to the Class, Setting a Hearing on Final Approval and Provisionally Certifying the Settlement Class (“Preliminary Approval Order”), which, *inter alia*: (i) preliminarily approved the Settlement; (ii) preliminarily determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of the Settlement Class comprising:

All students enrolled in a degree-bearing Cornell program for the Spring 2020 semester, with the exception of: (i) any person who withdrew from Cornell on or before March 1, 2020; (ii) any person enrolled for the Spring 2020 semester solely in a program that, at the beginning of the Spring 2020 semester, was to be delivered as an online program; (iii) any person who executes and files a proper and timely opt-out request to be excluded from the Settlement Class; and (iv) the legal representatives, successors or assigns of any such excluded person.

(iii) preliminarily appointed Alec Faber and Ahnaf Rahman as Settlement Class Representatives;

(iv) preliminarily appointed Lynch Carpenter, LLP; Poulin | Willey | Anastopoulo, LLC (formerly

known as Anastopoulo Law Firm LLC); Cherundolo Law Firm, PLLC; and Toptani Law Offices as Class Counsel; (v) approved the forms and manner of notice of the Settlement to Potential Settlement Class Members; (vi) directed that appropriate notice of the Settlement be given to the Potential Settlement Class; and (vii) set a hearing date to consider final approval of the Settlement;

WHEREAS, notice of the Settlement was provided to Potential Settlement Class Members in accordance with the Court’s Preliminary Approval Order;

WHEREAS, on December 13, 2023, at 11:00 AM at the United States District Court for the Northern District of New York, 445 Broadway, Albany, NY 12207, this Court held a hearing to determine whether the Settlement was fair, reasonable, and adequate to the Settlement Class (“Final Approval Hearing”); and

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement and all other files, records, and proceedings in the Action, and being otherwise fully advised.

THE COURT HEREBY FINDS AND CONCLUDES that:

A. This Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties and all the Settlement Class Members for purposes of the Settlement.

B. This Order incorporates the definitions in the Settlement and all terms used in the Order have the same meanings as set forth in the Settlement, unless otherwise defined herein.

C. The Short Form Notice and Long Form Notice (“the Notices”) provided to the Potential Settlement Class in accordance with the Preliminary Approval Order constituted the best notice practicable under the circumstances of this Action and constituted due and sufficient notice of the proceedings and matters set forth therein, including of the Settlement, to all persons entitled

to notice. The Notices fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws and rules.

D. The notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, have been satisfied.

E. For purposes of the Settlement only, the Action may proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

F. Class Counsel and the Settlement Class Representatives have fairly and adequately represented the Settlement Class, both with respect to litigation of the Action and for purposes of negotiating, entering into, and implementing the Settlement. Class Counsel and the Settlement Class Representatives have satisfied the requirements of Rules 23(a)(4) and 23(g) of the Federal Rules of Civil Procedure.

G. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court grants final approval of the Settlement, as: (i) it is in all respects fair, reasonable, and adequate to the Settlement Class; (ii) it was the product of informed, arm's-length negotiations among competent, able counsel, and the negotiations were facilitated by two experienced mediators; (iii) it was based on a record that is sufficiently developed to have enabled the Settlement Class Representatives and Cornell to adequately evaluate their positions; (iv) the relief provided to the Settlement Class is adequate, taking into account the costs, risks, and delay of continued litigation and the effectiveness of the plan of allocation as outlined in the Settlement; (v) the Settlement treats Settlement Class Members equitably relative to one another; and (vi) the Settlement was positively received by the Settlement Class.

H. The persons who have timely and validly requested exclusion from the Settlement Class, if any, are identified in Exhibit 1 attached hereto ("Excluded Persons").

I. The Settlement Class Representatives and the Settlement Class Members, and all and each of them, are hereby bound by the terms of the Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that:

1. The Settlement is fair, reasonable, and adequate to the Settlement Class. Accordingly, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

2. All Parties to this Action, and all Settlement Class Members, are bound by the Settlement and this Final Judgment. Excluded Persons, if any, identified in Exhibit 1 are no longer parties to this Action and are not bound by the Settlement.

3. Final Judgment shall be, and hereby is, entered dismissing the Action with prejudice, and without taxation or costs in favor of or against any Party.

4. The Settlement Class Representatives, Class Counsel, and all other Settlement Class Members, and each of their respective present, future, and former heirs, family members, guardians, executors, administrators, employees, agents, representatives, attorneys, outside counsel, predecessors, successors, assigns, and any person who has made payments to Defendant on their behalf (hereinafter “Releasing Settlement Class Parties”), are hereby conclusively deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived and discharged Defendant and all of its present, future, and former parent, subsidiary, and affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing’s respective present, future, and former officers, directors, trustees, academic affiliates, employees, faculty members, agents, representatives, attorneys, outside counsel, predecessors, successors, and assigns (hereinafter “Released Cornell Parties”), from and all suits, claims, controversies, rights, agreements, promises, debts, liabilities, accounts, reckonings,

demands, damages, judgments, obligations, covenants, contracts, costs (including, without limitation, attorneys' fees and costs), losses, expenses, actions or causes of action of every nature, character, and description, in law or in equity, that any Releasing Party ever had, or has, or may have in the future, upon or by reason of any matter, cause, or thing whatever from the beginning of the world to the Effective Date, arising out of, concerning, or relating in any way to Defendant's transition to virtual education or other services as a result of the COVID-19 pandemic beginning in March 2020, or the implementation or administration of such virtual education or other services, including but not limited to all claims that were brought or could have been brought in the Action (hereinafter "Released Claims").

5. The Releasing Settlement Class Parties are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all of the Released Claims against any of the Released Cornell Parties.

6. Defendant and all of its present, future, and former parent, subsidiary, and affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing's respective present, future, and former predecessors, successors, and assigns (hereinafter "Releasing Cornell Parties"), are hereby conclusively deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged the Settlement Class Representatives, Class Counsel, and all other Settlement Class Members, and each of their respective present, future, and former heirs, family members, guardians, executors, administrators, employees, agents, representatives, attorneys, outside counsel, predecessors, successors, assigns, and any person who has made payments to Cornell on their behalf (hereinafter "Released Settlement Class Parties"), from all Released Claims.

7. The Releasing Cornell Parties are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all of the Released Claims against any of the Released Settlement Class Parties.

8. The manner of distribution of the Net Settlement Fund as described in the Settlement and in the Notices to Potential Settlement Class Members is hereby approved, subject to modification by further order of this Court, which may, at the discretion of the Court, be entered without further notice to the Settlement Class. Any order or proceedings relating to the manner of distribution of the Net Settlement Fund, so long as they are not materially inconsistent with this Final Judgment, shall not operate to terminate or cancel the Settlement or affect the finality of this Final Judgment approving the Settlement.

9. The Court hereby decrees that neither the Settlement nor this Final Judgment nor the fact of the Settlement itself, is an admission or concession by Defendant of any fault, wrongdoing, or liability whatsoever. This Final Judgment is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference against Defendant or the Released Cornell Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement.

10. Class Counsel are awarded attorneys' fees in the amount of \$1,000,000.00 and reimbursement of litigation expenses in the amount of \$50,940.09 with such amounts to be paid from the Settlement Fund in accordance with the terms of the Settlement. In addition, Administrative Expenses, which shall not exceed \$150,000, are to be paid out of the Settlement Fund to KCC LLC to perform its responsibilities as the Settlement Administrator, in accordance with the terms of the Settlement.

11. Settlement Class Representatives are each awarded a case contribution award in the amount of \$10,000.00, such amounts to be paid from the Settlement Fund in accordance with the terms of the Settlement.


12. Without affecting the finality of this Final Judgment in any way, the Court retains and reserves jurisdiction over: (a) implementation of this Settlement and any distributions from the Settlement Fund; (b) the Action, until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement and any further orders of the Court; and (c) the Parties, for the purpose of enforcing and administering the Settlement.

13. There is no just reason to delay the entry of this Final Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Final Judgment in this Action and to close the case.

14. In the event that this Final Judgment does not become Final in accordance with Paragraph 1(l) of the Settlement, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void, except those necessary to effect termination of the Settlement. In such event, the Action shall return to its status immediately prior to execution of the Settlement.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: December 13, 2023



Hon. Mae A. D'Agostino
United States District Judge

EXHIBIT I

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ARICA KINCHELOE and)	
ALEXANDER CASTRO, individually)	
and on behalf of all others similarly)	
situated,)	Case No. 1:20-cv-03015
)	
Plaintiffs,)	Judge Jeremy C. Daniel
v.)	
)	Magistrate Judge Gabriel A. Fuentes
THE UNIVERSITY OF CHICAGO and)	
BOARD OF TRUSTEES OF THE)	
UNIVERSITY OF CHICAGO,)	
)	
Defendants.)	

**ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT,
AWARD OF ATTORNEYS’ FEES AND COSTS AND
SERVICE AWARDS, AND ENTERING FINAL ORDER AND JUDGMENT**

Plaintiffs Kincheloe and Alexander Castro (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class, and Defendant the University of Chicago (the “University”) entered into a Class Action Settlement Agreement (“Settlement Agreement”) on or about November 21, 2023 to resolve the litigation in Kincheloe v. University of Chicago, No. 1:20-cv-03015 (N.D. Ill.) and Castro v. University of Chicago, No. 1:20-cv-07280 (N.D. Ill.) (collectively, the “Action”).¹ The Court held a preliminary approval hearing on December 7, 2023, and on that

¹ Unless defined differently herein, this Final Order and Judgment incorporates the definitions in the Settlement Agreement and the Court’s Order Granting Preliminary Approval of Class Action Settlement (Dkt. 97) (“Preliminary Approval Order”). The Settlement Agreement is adopted by the Court and made part of this Final Order and Judgment as if set out in full herein. See Settlement Agreement (Dkt. 89-1). In the event of any inconsistency between the Settlement Agreement or the Court’s Preliminary Approval Order and a term defined differently herein, the definition herein shall apply.

same day, the Court granted preliminary approval of the Settlement, provisionally approving certification of a class for settlement. See Preliminary Approval Order.

On May 23, 2024, the Court held a Fairness Hearing on (1) Plaintiffs' Motion for Final Approval of Class Action Settlement (Dkt. 106) and (2) Plaintiffs' Motion for an Award of Attorneys' Fees, Expenses and Service Awards (Dkt. 101). Through the briefs, exhibits and argument at the Fairness Hearing, the Court has thoroughly examined and considered the Settlement and Settlement Agreement and the requests for Attorneys' Fees and Costs and Service Awards.

Having reviewed the motions and all related pleadings and filings and having also heard the evidence and argument presented at the Fairness Hearing, which are incorporated herein by reference, THE COURT HEREBY FINDS, CONCLUDES, AND ORDERS THE FOLLOWING:

I. FINAL ORDER AND JUDGMENT

A. Certification Of The Settlement Class

1. The Court certifies, for settlement purposes only, the following class (hereinafter and for purposes of this Final Order and Judgment, the "Settlement Class"):

All students and former students who were enrolled in any of the University of Chicago's Undergraduate and Graduate Programs at any time between January 1, 2020 through the end of the Spring Quarter of 2020.

Specifically excluded are the following Persons:

- (i) The University and its officers, trustees and their family members;
- (ii) Class Counsel;
- (iii) The judges who have presided over the Action;
- (iv) All other persons who have timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's Orders.

2. For the reasons stated in its Preliminary Approval Order and as summarized below, the Court finds that the Settlement Class meets the requirements of Rule 23 for certification for settlement purposes only:

a. Rule 23(a)(1) Numerosity: The Settlement Class is too numerous to practicably join all members because it includes thousands of students who have not already settled and/or released their claims.

b. Rule 23(a)(2) Commonality: “Commonality requires the plaintiff to demonstrate that the class members ‘have suffered the same injury,’” and that the claims arising from that injury depend on a “common contention . . . of such a nature that it is capable of classwide resolution.” Wal-Mart Stores, Inc. v. Dukes, U.S., 564 U.S. 338, 359 (2011). Here, Settlement Class Members allegedly paid tuition and fees for in-person instruction for the Spring Quarter of 2020 and received remote instruction during the Spring Quarter of 2020, and, thus, suffered the same alleged injury. Central questions of fact and law common to all Settlement Class Members include whether the University promised to provide in-person instruction during the Spring Quarter of 2020.

c. Rule 23(a)(3) Typicality: Plaintiffs’ claims are typical of the members of the Settlement Class because they challenge the same conduct — the University’s provision of remote instruction instead of in-person instruction beginning in the Spring Quarter of 2020 — and make the same legal arguments.

d. Rule 23(a)(4) Adequacy: Both Plaintiffs and Class Counsel have adequately represented the Settlement Class throughout the Action and for the purposes of entering into and implementing the Settlement.

e. Rule 23(b)(3) Predominance: Under Rule 23(b)(3), a class action may be maintained if the court finds that “questions of law or fact common to the class members predominate over any questions affecting individual members.” Bell v. PNC Bank, Nat. Ass’n, 800 F.3d 360, 376 (7th Cir. 2015). This requirement “tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation.” Barnes v. Air Line Pilots Ass’n, Int’l, 310 F.R.D. 551, 560 (N.D. Ill. 2015). Here, all Settlement Class Members share a common alleged legal grievance arising from the University’s provision of remote education beginning in the Spring Quarter of 2020, when Settlement Class Members had allegedly agreed to pay tuition and fees for in-person instruction. Common legal and factual questions — including whether the University promised to provide in-person instruction during the Spring Quarter of 2020 — are central to all Settlement Class Members’ claims and predominate over any individual questions that may exist.

f. Rule 23(b)(3) Superiority: A class action is superior to many individual actions. Members of the proposed Settlement Class received educational instruction during the Spring Quarter of 2020 and may not have suffered sufficient damages to justify the costs of litigation. The Settlement ensures that all Settlement Class Members will have the opportunity to be compensated through a Cash Award.

3. The Court hereby appoints Plaintiffs as representatives of the Settlement Class. The Court hereby appoints Thomas J. McKenna and Gregory M. Egleston of Gainey McKenna & Egleston, Gary Lynch and Nicholas Colella of Lynch Carpenter LLP, and Michael Tompkins and Anthony Alesandro of Leeds Brown Law, P.C. as Class Counsel for the Settlement Class.

B. Notice

4. The Court affirms the appointment of Angeion Group as Claims Administrator.

5. In accordance with the Settlement Agreement and Preliminary Approval Order, the Claims Administrator launched the Settlement Website on December 21, 2023. See Williams Decl. (Dkt. 107-1), Ex. E ¶ 13.

6. Following Preliminary Approval, the University provided Angeion Group with the names, last known addresses and last known email addresses for the 19,818 Settlement Class Members other than such information that was subject to a FERPA Block. See id. ¶ 4.

7. Pursuant to the terms of the Settlement Agreement and the Preliminary Approval Order, Angeion Group mailed the Court-approved Notice to all 18,918 Settlement Class Members (i.e., the Settlement Class Members whose information was not subject to a FERPA Block, or the “Non-FERPA Block Settlement Class Members”) for whom it had a last known mailing address within thirty (30) days of receiving the Class List.² See id. ¶¶ 4, 8. After 4,214 Notices were returned to Angeion Group as undeliverable, Angeion Group successfully re-mailed 2,998 of these undeliverable Notices for which it could identify new addresses through skip tracing or through those Notices that were returned with a forwarding address.³

8. Pursuant to the terms of the Settlement Agreement and the Preliminary Approval Order, Angeion Group emailed the Court-approved Notice to the 18,219 unique and valid email addresses of the Non-FERPA Block Settlement Class Members within thirty (30) days of receiving

² The University mailed the Court-approved Notice to all Settlement Class Members whose information is subject to a valid and un-rescinded FERPA Block (the “FERPA Block Settlement Class Members”).

³ Pursuant to this Court’s Order Granting Defendants Unopposed Motion to Amend Certain Settlement Deadlines (Dkt. 112), Angeion Group and the University re-mailed Notice to 915 Affected Non-FERPA Block Settlement Class Members and eighty-seven (87) Affected FERPA Block Settlement Class Members, as defined therein. See Supp. Williams Decl. (Dkt. 114) ¶¶ 3-5; Spellman Decl. (Dkt. 117) ¶ 7 n.2.

the Class List. See id. ¶ 12. Only 234 of those email Notices were unable to be delivered via email. See id.

9. The University mailed the Court-approved Notice to the 900 FERPA Block Settlement Class Members for whom it had a last known mailing address. See Spellman Decl. (Dkt. 117) ¶¶ 4, 6. After 178 Notices were returned to the University as undeliverable, the University successfully re-mailed 129 of these undeliverable Notices for which it could identify new addresses through skip tracing or through those Notices that were returned with a forwarding address. See id. ¶ 7.

10. The University emailed the Court-approved Notice to the 1,999 unique email addresses of the FERPA Block Settlement Class Members that it had in its records. See id. ¶ 5. There were only forty-one (41) FERPA Block Settlement Class Members for whom all email addresses on record were unable to be delivered via email. See id.

11. Direct notice was therefore sent to at least 99.5% of the Non-FERPA Block Settlement Class Members and 99.2% of the FERPA Block Settlement Class Members. See Supp. Williams Decl. (Dkt. 114) ¶ 6; Spellman Decl. (Dkt. 117) ¶ 8.

12. One Settlement Class Member filed objections to the Settlement Agreement. See Williams Decl. (Dkt. 107-1) at 85-88. Upon due consideration, a review of the materials submitted by the objector and the Parties, the Court finds that the objections are without merit and overrules the objections to the Settlement.

13. The Class Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Action, of their right to object to or exclude themselves from the proposed Settlement, of their right to

appear at the Fairness Hearing and of their right to seek relief; (c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law.

14. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

15. The Court also finds that notice to appropriate federal and state officials pursuant to the federal Class Action Fairness Act has been timely sent and that such notice fully satisfies the requirements of the federal Class Action Fairness Act, 28 U.S.C. § 1715. See Spellman Decl. (Dkt. 108).

C. Final Approval Of Settlement

16. At the Fairness Hearing held on May 23, 2024, the Court fulfilled its duties to independently evaluate the fairness, reasonableness and adequacy of, inter alia, the Settlement and the notice provided to Settlement Class Members, considering the pleadings and argument of the parties and their counsel and the interests of all absent members of the Settlement Class. After thoroughly considering the briefing and arguments of the parties and considering the factors required by Rule 23 and the Seventh Circuit, this Court concludes that this Settlement is fair, reasonable, and adequate, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties, and the Court grants final approval to the Settlement.

17. Specifically, the Court determines that (a) the Plaintiffs and Class Counsel have adequately protected the Settlement Class, (b) the Settlement was negotiated at arm's-length, (c) the relief to the Settlement Class is adequate, taking into account: (i) the costs, risks and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement

Class; (iii) the terms of the proposed award of attorneys' fees, including the timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3) of the Federal Rules of Civil Procedure, and (d) the Settlement treats Settlement Class Members equitably relative to each other because, all members of the proposed Settlement Class are eligible to receive a Cash Award calculated based on the Out of Pocket Tuition and Fees paid by Settlement Class Members and/or on their behalf by parents or other third parties to the University for the Spring Quarter of 2020, with all members of the proposed Settlement Class eligible to receive at least \$25. Accordingly, the Court finds the Settlement to be fair, reasonable, and adequate. The Court expressly finds that the Settlement is the result of extended, arm's-length negotiations among experienced counsel, including with the aid of respected class action mediator Judge Morton Denlow (Ret.), and is non-collusive.

18. The Parties have represented that no agreements exist between the Parties aside from those referred to in the Settlement or otherwise submitted to the Court.

19. All timely objections filed by members of the Class have been fully considered by the Court and are overruled.

20. The Court finds that the Settlement Agreement is in all respects fair, reasonable, adequate and in the best interest of the Settlement Class.

D. Implementation Of Settlement For Settlement Class Members

21. The Court directs the Parties and their counsel to implement and consummate the Settlement Agreement in accordance with its terms and provisions.

22. No amounts remaining in the Escrow Account following the distribution of the Net Settlement Fund shall revert back to the University for its own use. The *Cy Pres* Contribution Amount, if any, shall be provided to the University to be deposited in and used to make payments for University students from the University's Emergency Assistance Grants, which provide

resources to University of Chicago students who have extraordinary and significant emergency assistance needs. The Court further determines that the selection of this fund to receive any unclaimed funds, with its mission closely aligned to helping students manage unexpected costs during their academic career, will ensure that the distribution of amounts remaining in the Escrow Account following the distribution of the Net Settlement Fund will be for a purpose as near as possible to the legitimate objectives underlying the lawsuit, the interests of Settlement Class Members, and the interests of those similarly situated.

E. Attorneys' Fees And Expenses And Service Awards

23. The Court may “award reasonable attorney’s fees and nontaxable costs that are authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). Class Counsel requested \$1,650,000 in fees. Having reviewed the motion for fees and supporting documentation, the Court finds an award of \$1,650,000 is appropriate and reasonable.

24. Class Counsel also seek reimbursement of \$24,892.74 in out-of-pocket expenses advanced for the Settlement Class. Counsel submitted documentation supporting the requested costs. The Court approves \$24,892.74 in advanced costs as appropriate and reasonable.

25. Class Counsel also request a \$10,000 Service Award for each Plaintiff. The University opposed this request. See University’s Objection to Amount of Requested Service Awards (Dkt. 115). When courts evaluate such awards, “relevant factors include the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, and the amount of time and effort the plaintiff expended in pursuing the litigation.” Cook v. Niedert, 142 F.3d 1004, 1016 (7th Cir. 1998). Here, Plaintiffs initiated litigation and negotiated an arm’s-length Settlement that benefits thousands of Settlement Class Members who otherwise would not or may not receive any relief. The Court concludes that a Service Award of \$5,000 is appropriate for each Settlement Class Representative.

26. For the reasons stated above, the Court approves Class Counsel's requests for \$1,674,892.74 in Attorneys' Fees and Costs and a Service Award of \$5,000 for each Settlement Class Representative.

F. Exclusions From The Settlement Class

27. The Claims Administrator has received, from certain Settlement Class Members, requests for exclusion from the Settlement Class, and the Claims Administrator has provided Class Counsel and Counsel for the University copies of those requests. A list of the Persons who have timely and properly requested to be excluded from the Settlement Class has been submitted to the Court. See Opt-Out List (Dkt. 107-1) at 83. All Persons named in the list submitted to the Court as having filed timely requests for exclusions with the Claims Administrator are excluded from the Settlement Class and will not be bound by the terms of the Settlement. Each individual or entity that otherwise falls within the definition of the Settlement Class shall be bound by the terms of the Settlement.

G. Releases

28. The Court adjudges that in consideration of the Settlement and as set forth in the Settlement Agreement, the Releasing Settlement Class Parties have conclusively and forever compromised, settled, dismissed and released any and all Released Claims against the University and the Released University of Chicago Parties.

29. The Releasing Settlement Class Parties and the Released University of Chicago Parties have waived and relinquished all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code and of all similar laws of other States, to the fullest extent that they may lawfully waive such rights or benefits pertaining to their released claims.

H. Settlement Agreement As Exclusive Remedy For Released Claims

30. This Settlement Agreement and the Final Order and Judgment shall be binding on and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release maintained by or on behalf of the Releasing Settlement Class Parties. As of the Effective Date, enforcement of the Settlement Agreement shall be the exclusive remedy for Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class, all of whom are bound by all proceedings, orders and judgments in the Action and are permanently barred and enjoined from instituting, asserting, commencing, prosecuting, or continuing to prosecute, either directly or indirectly, any of the Released Claims against the University or any of the Released University of Chicago Parties. Members of the Settlement Class who have not been excluded from the Settlement Class and who are prosecuting or asserting any of the Released Claims are ordered to take whatever measures are necessary to effectuate dismissal of their claims.

31. This Final Order and Judgment bars and permanently enjoins all Settlement Class Members who have not been properly excluded from the Settlement Class from (a) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action or the Released Claims arising on or before the Preliminary Approval Date and (b) organizing Settlement Class Members, regardless of whether or not they have been excluded from the Settlement Class, into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending Complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the

Action or the Released Claims, except that Settlement Class Members are not precluded from assisting a state, provincial or federal agency in any investigation or suit initiated by any such agency.

I. Effect Of This Final Order And Judgment

32. If for any reason this judgment is reversed, vacated or materially modified on appeal (and, in the event of material modification, which shall not include any modification to an award of Attorneys' Fees and Costs or to the Service Awards, if either party elects to terminate the Settlement), this Order shall be null and void, the Settlement Agreement shall be deemed terminated (except for any paragraphs that, pursuant to the terms of the Settlement, survive termination of the Settlement), and the Parties shall return to their positions without prejudice in any way, as provided for in the Settlement.

J. No Admission Of Liability

33. The Settlement Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by the University or any Released University of Chicago Parties or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Settlement Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Settlement Agreement and the Final Order and Judgment.

34. The Court dismisses the Action now pending before the Court on the merits and with prejudice and without fees or costs except as provided herein. The Court orders the entry of, and enters, this Final Order and Judgment on all claims, counts, and causes of action alleged in this Action by Plaintiffs, on behalf of themselves, the Settlement Class, or both. In entering this Final


Order and Judgment with the provisions stated herein and other limiting provisions, this Court specifically refers to and invokes the Full Faith and Credit Clause of the United States Constitution and the doctrine of comity, and requests that any court in any other jurisdiction reviewing, construing, or applying this Final Order and Judgment implement and enforce its terms and limitations in their entirety.

35. The Court has and retains personal jurisdiction over Plaintiffs and all Settlement Class Members and has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto. Without affecting the finality of this Final Order and Judgment in any way, this Court reserves jurisdiction over the University, Plaintiffs, Class Counsel and the Settlement Class Members as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement Agreement and Final Order and Judgment and for any other necessary purposes.

36. The Court authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and all exhibits thereto as (a) shall be consistent in all material respects with this Final Order and Judgment and (b) do not limit the rights of the Parties or Settlement Class Members.

37. Pursuant to Rule 54 of the Federal Rules of Civil Procedure, the Court finds that there is no reason for delay in the entry of this Final Order and Judgment as a final order and final judgment, and the Court further expressly directs the Clerk of the Court to file this Final Order and Judgment as a final order and final judgment.

IT IS SO ORDERED this 23rd day of May 2024.



Jeremy C. Daniel
United States District Judge

EXHIBIT J

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALINA FLATSCHER, Individually And On
Behalf Of All Others Similarly Situated,

Plaintiff,

v.

THE MANHATTAN SCHOOL OF MUSIC,

Defendant.

20 Civ. 4496 (KPF)

**ORDER AWARDING ATTORNEYS' FEES
AND EXPENSES AND A SERVICE AWARD TO NAMED PLAINTIFF**

The Court has considered Plaintiff's Motion For Attorneys' Fees, Costs, Expenses, and Service Award for Named Plaintiff, as well as the supporting memorandum of law and the Declaration of Gregory M. Egleston (ECF Nos. 91-93), and adjudges that the payment of attorneys' fees and costs in the amount of \$142,873.52 is reasonable in light of the multi-factor test used to evaluate fee awards in the Second Circuit. *See Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43, 50 (2d Cir. 2000). This award includes Class Counsel's unreimbursed litigation costs and expenses of \$11,203.52. Such payment shall be made pursuant to and in the manner provided by the terms of the Stipulation of Settlement (ECF No. 86-1).

The Court has also considered Plaintiff's Motion, Memorandum of Law, and supporting Declaration of Alina Flatscher for a service award to the Class Representative, Alina Flatscher (ECF No. 93-2). The Court adjudges that the

payment of a service award in the amount of \$10,000 to Ms. Flatscher to compensate her for her efforts and commitment on behalf of the Settlement Class is fair, reasonable, and justified under the circumstances of this case. Such payment shall be made pursuant to and in the manner provided by the terms of the Stipulation of Settlement (ECF No. 86-1).

IT IS SO ORDERED, this eighth day of September, 2023, in New York, New York.

A handwritten signature in blue ink that reads "Katherine Polk Faila". The signature is written in a cursive style.

HON. KATHERINE POLK FAILLA
UNITED STATES DISTRICT JUDGE

EXHIBIT K

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

ELENA BOTTS,

*

Plaintiff,

*

v.

*

Civil Case 1:20-cv-01335-JRR

THE JOHNS HOPKINS UNIVERSITY,

*

Defendants.

*

* * * * *

ORDER

This matter comes before the Court on Plaintiff’s Motion for Final Approval of Class Settlement and Motion for an Award of Attorneys’ Fees and Litigation Costs and for a Service Award (ECF Nos. 91 and 90, respectively.) The court held a fairness hearing on Monday, April 17, 2023, in accordance with Fed. R. Civ. P. 23(e)(2). No objector or person other than counsel of record appeared. In accordance with, and for the reasons set forth in the court’s oral ruling on the record, delivered April 20, 2023, it is

ORDERED that the Motion for Final Approval of Class Settlement (ECF No. 91) shall be, and is hereby, **GRANTED**, and the Settlement Agreement at ECF No. 85-2 is **APPROVED** pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the best interests of the Settlement Class; and further it is

ORDERED that the Motion for an Award of Attorneys’ Fees and Litigation Costs and for a Service Award (ECF No. 90) shall be, and is hereby, **GRANTED** and the following payments shall be made in accordance with the Settlement Agreement: \$2,200,000.00 in attorneys’ fees and costs to Plaintiff’s counsel; and \$12,500.00 as a service award to Plaintiff Elena Botts.

In accordance with the parties' express request, for the reasons articulated on the record at the Fairness Hearing held April 17, 2023, and as set forth in the Motion for Final Approval of Class Settlement at section IX, pp. 15-16 (ECF No. 91-1), this case **SHALL NOT YET BE CLOSED**, so that the parties may take all steps required by Federal Rule of Civil Procedure 23 and the parties' Settlement Agreement to notify an additional 1,652 students recently identified as members of the Settlement Class of the terms of the parties' Settlement Agreement, including any addendum thereto specifically directed to the recently identified 1,652 students, in order that any person so notified may object to the terms of the Settlement Agreement, requested attorneys' fees/costs, and/or class representative award, exclude themselves from the settlement agreement, or otherwise avail themselves of any right or entitlement set forth in Rule 23 or otherwise guaranteed by the principles of due process. The court will keep this case open until this second phase of notice is complete.

The court will, thereafter, conduct a second Fairness Hearing (to be scheduled) and render a ruling on any supplemental or amended motions papers regarding an additional award of class counsel fees and costs, and an additional service award for Named Plaintiff Botts. This action shall, therefore, not be closed until this group of 1,652 Settlement Class members has been afforded all due process, including the opportunity to object, as contemplated by Rule 23. **The parties shall keep the court informed of the status of this effort by joint status report filed 45 days from April 20, 2023; and, at a time subject to counsel's discretion, shall confer with one another via counsel and contact chambers to provide no fewer than two mutually agreeable dates for a second Fairness Hearing.** Out-of-state counsel not presenting argument may appear telephonically.

Thus far, the following persons have validly excluded themselves from the Settlement Class in and are thus **EXCLUDED FROM THE TERMS OF THIS ORDER**: Rupa Kambhampati of North Potomac, MD; and Grace Jull of Lenox, MA.

/S/

April 20, 2023

Julie R. Rubin
United States District Judge

EXHIBIT L

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

MAAZ QURESHI, MATTHEW
RABINOWITZ, DANISH ARIF et al.,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

AMERICAN UNIVERSITY,

Defendant.

No. 1:20-CV-01141-CRC

**ORDER GRANTING PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, COSTS, EXPENSES, AND INCENTIVE AWARDS**

AND NOW, this 7th day of May, 2024, upon consideration of Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Incentive Awards, all exhibits and declarations attached thereto, any opposition thereto, and arguments of counsel, if any, and for good cause show, it is hereby ORDERED that:

1. Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Incentive Awards is **GRANTED** in full.
2. Class Counsel is entitled to reasonable attorneys' fees, which the Court finds to be \$1,812,818.70. This sum shall be paid out of the Settlement Fund in accordance with the provisions of the Settlement Agreement.
3. Class Counsel is entitled to reimbursement of litigation-related costs and expenses, which the Court finds to be \$157,285.34. This sum shall be paid out of the Settlement Fund in accordance with the provisions of the Settlement Agreement.
4. The Class Representatives in this action initiated their respective lawsuits, acted to protect the Class, and assisted their counsel. Class Representatives Maaz Qureshi, Matthew Rabinowitz, and Danish Arif are each entitled to a service award of \$7,500.

These sums shall be paid out of the Settlement Fund in accordance with the provisions of the Settlement Agreement.

Dated: May 7, 2024

The Honorable Christopher R. Cooper
United States District Judge

EXHIBIT M

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

KRYSTIAN WNOROWSKI,
individually and on behalf of
others similarly situated,

Plaintiff,

v.

UNIVERSITY OF NEW HAVEN,

Defendant.

No. 3:20-cv-01589 (MPS)

FINAL JUDGMENT

WHEREAS, the Plaintiff Krystian Wnorowski and the Defendant University of New Haven (“UNH”), the Parties to the above-captioned putative class action (the “Action”), executed a Settlement Agreement dated as of April 21, 2023 (ECF 133-1) (the “Original Settlement Agreement”), and subsequently an Amended Settlement Agreement, dated June 7, 2023 (ECF 138-1) (the “Amended Settlement Agreement”), which superseded and replaced the Original Settlement Agreement (the “Settlement”);

WHEREAS, on June 12, 2023, the Court entered an Order Granting Preliminary Approval of the Settlement, Directing Notice to the Class, Setting a Hearing on Final Approval, and Provisionally Certifying the Settlement Class (ECF 141) (“Preliminary Approval Order”), which, inter alia: (i) preliminarily approved the Settlement; (ii) preliminarily determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of the Settlement Class comprising:

All UNH students who were enrolled in any UNH course as of March 24, 2020, with the exception of: (i) any non-matriculated high school student who took a UNH course; (ii) any person who properly executes and files a proper and timely opt-out request to be excluded from the Settlement Class; and (iii) the legal representatives, successors or assigns of any such excluded person.

(iii) preliminarily appointed Krystian Wnorowski as Settlement Class Representative; (iv) preliminarily appointed Poulin | Willey | Anastopoulo, LLC as Class Counsel; (v) approved the forms and manner of notice of the Settlement to Potential Settlement Class Members; (vi) directed that appropriate notice of the Settlement be given to the Potential Settlement Class; and (vii) set a hearing date to consider Final Approval of the Settlement;

WHEREAS, notice of the Settlement was provided to Potential Settlement Class Members in accordance with the Court’s Preliminary Approval Order;

WHEREAS, on October 3, 2023 at 10:00 a.m. EST at the United States District Court for the District of Connecticut, Abraham Ribicoff Federal Building, 450 Main Street, Hartford, Connecticut, 06103, this Court held a hearing to determine whether the Settlement was fair, reasonable, and adequate to the Settlement Class (“Fairness Hearing”);

WHEREAS, at the Fairness Hearing, the Court ordered the Parties to file a modification to the Amended Settlement Agreement that is consistent with Court’s oral orders at the Final Approval Hearing and that reflects the changes to the Settlement proposed in UNH’s Supplemental Statement Regarding Fall 2023 Enrollments and Tuition Credit Requests and Notice (ECF 154);

WHEREAS, on October 10, 2023, pursuant to the Court’s oral orders at the Fairness Hearing, the Parties entered into an Agreement to Modify the Amended Settlement Agreement (“Modification Agreement”), which revised the provisions in the Amended Settlement Agreement regarding the Non-Cash Tuition Credit and incorporated additional provisions regarding supplemental notice about the same; and

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement and all other files, records, and proceedings in the Action,

and being otherwise fully advised,

THE COURT HEREBY FINDS AND CONCLUDES that:

A. This Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties and all the Settlement Class Members for purposes of the Settlement.

B. This Order incorporates the definitions in the Amended Settlement Agreement, as modified by the Modification Agreement, and all terms used in the Order have the same meanings as set forth in the Amended Settlement Agreement, as modified by the Modification Agreement, unless otherwise defined herein.

C. The Short Form Notice and Long Form Notice (“the Notices”) provided to the Potential Settlement Class in accordance with the Preliminary Approval Order constituted the best notice practicable under the circumstances of this Action and constituted due and sufficient notice of the proceedings and matters set forth therein, including of the Settlement, to all persons entitled to notice. The Notices fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws and rules.

D. The notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, have been satisfied.

E. For purposes of the Settlement only, the Action may proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

F. Class Counsel and the Settlement Class Representative have fairly and adequately represented the Settlement Class, both with respect to litigation of the Action and for purposes of negotiating, entering, and implementing the Settlement. Class Counsel and the Settlement Class Representative have satisfied the requirements of Rules 23(a)(4) and 23(g) of the

Federal Rules of Civil Procedure.

G. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court grants final approval of the Settlement, as: (i) it is in all respects fair, reasonable, and adequate to the Settlement Class; (ii) it was the product of informed, arm's-length negotiations among competent, able counsel, and the negotiations were facilitated by an experienced mediator and U.S. Magistrate Judge, the Honorable S. Dave Vatti; (iii) it was based on a record that is sufficiently developed to have enabled the Settlement Class Representative and UNH to adequately evaluate their positions; (iv) the relief provided to the Settlement Class is adequate, taking into account the costs, risks, and delay of continued litigation and the effectiveness of the plan of allocation as outlined in the Settlement; (v) the Settlement treats Settlement Class Members equitably relative to one another; and (vi) the Settlement was positively received by the Settlement Class.

H. No persons have requested to be excluded from the Settlement Class. (*See* ECF No. 146-4, Decl. of Heather Follensbee, ¶ 19.)

I. The Settlement Class Representative and the Settlement Class Members, and all and each of them, are hereby bound by the terms of the Settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that:

1. The Settlement is fair, reasonable, and adequate to the Settlement Class. Accordingly, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

2. All Parties to this Action, and all Settlement Class Members, are bound by the Settlement and this Final Judgment.

3. Final Judgment shall be, and hereby is, entered dismissing the Action with prejudice, and without taxation or costs in favor of or against any Party.

4. The Settlement Class Representative, Class Counsel, and all other Settlement Class Members, and each of their respective present, future, and former heirs, family members, guardians, executors, administrators, employees, agents, representatives, attorneys, outside counsel, predecessors, successors, assigns, and any person who has made payments to UNH on their behalf (hereinafter “Releasing Settlement Class Parties”), are hereby conclusively deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived and discharged UNH and all of its present, future, and former parent, subsidiary, and affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing’s respective present, future, and former officers, directors, trustees, academic affiliates, employees, faculty members, students, agents, representatives, attorneys, outside counsel, predecessors, successors, insurers, agents, and assigns (hereinafter “Released UNH Parties”), from any and all suits, claims, controversies, rights, agreements, promises, debts, liabilities, accounts, reckonings, demands, damages, judgments, obligations, covenants, contracts, costs (including, without limitation, attorneys’ fees and costs), losses, expenses, actions or causes of action of every nature, character, and description, in law or in equity, that any Releasing Settlement Class Party ever had, or has, or may have in the future, against the Released UNH Parties upon or by reason of any matter, cause, or thing whatever from the beginning of the world to the Effective Date, arising out of, concerning, or relating in any way to UNH’s transition to remote education or other services during and following the COVID-19 pandemic through the end of the Spring 2020 semester, or the implementation or administration of such remote education or other services, including but not limited to all claims that were brought or could have been brought in the Action (hereinafter “Released Settlement Class Parties’ Claims”).

5. The Releasing Settlement Class Parties are hereby barred and permanently

enjoined from instituting, asserting, or prosecuting any or all of the Released Settlement Class Parties' Claims against any of the Released UNH Parties.

6. UNH and all of its present, future, and former parent, subsidiary, and affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing's respective present, future, and former predecessors, successors, and assigns (hereinafter "Releasing UNH Parties"), are hereby conclusively deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged the Settlement Class Representative, Class Counsel, and all other Settlement Class Members, and each of their respective present, future, and former heirs, family members, guardians, executors, administrators, employees, agents, representatives, attorneys, outside counsel, predecessors, successors, assigns, and any person who has made payments to UNH on their behalf (hereinafter "Released Settlement Class Parties"), from any and all claims UNH may have, had, or discover against the Released Settlement Class Parties arising out of or related in any way to the Released Settlement Class Parties' investigation, filing, prosecution, or settlement of this Action (hereinafter the "Released UNH Claims").

7. The Releasing UNH Parties are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all of the Released UNH Claims against any of the Released Settlement Class Parties.

8. The manner of distribution of the Net Settlement Fund and the Non-Cash Tuition Credit as described in the Settlement, as modified by the Modification Agreement, is hereby approved, subject to modification by further order of this Court, which may, at the discretion of the Court, be entered without further notice to the Settlement Class. Any order or proceedings relating to the manner of distribution of the Net Settlement Fund or the Non-Cash Tuition Credit, so long

as they are not materially inconsistent with this Final Judgment, shall not operate to terminate or cancel the Settlement or affect the finality of this Final Judgment approving the Settlement.

9. After the Effective Date of this Settlement, UNH shall implement the three forms of supplemental notice to the Settlement Class Members regarding the Non-Cash Tuition Credit, described in Paragraphs 3 through 5 of the Modification Agreement.

10. For a period of two years after the Effective Date of the Settlement, UNH, through its Counsel, shall provide the Court with status reports every 6 months regarding UNH's compliance with the supplemental notices to Settlement Class Members described in Paragraphs 4 and 5 of the Modification Agreement.

11. The Court hereby decrees that neither the Settlement, nor this Final Judgment, nor the fact of the Settlement is an admission or concession by UNH of any fault, wrongdoing, or liability whatsoever. This Final Judgment is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference against UNH or the Released UNH Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement.

12. Class Counsel are awarded attorneys' fees in the amount of \$274,550.00 and reimbursement of litigation expenses in the amount of \$15,951.45 with such amounts to be paid from out of the Settlement Fund in accordance with the terms of the Settlement.

13. Administrative Expenses, which shall not exceed \$75,000, are to be paid out of the Settlement Fund to JND Legal Administration for the performance of its responsibilities as the Settlement Administrator, in accordance with the terms of the Settlement.

14. Settlement Class Representative is awarded a case contribution award in the

amount of \$10,000. The Settlement Class Representative's award is to be paid from out of the Settlement Fund in accordance with the terms of the Settlement.

15. Without affecting the finality of this Final Judgment in any way, the Court retains and reserves jurisdiction over: (a) the implementation of this Settlement, including the issuance of Non-Cash Tuition Credits and any distributions from the Cash Settlement Fund; (b) the Action, until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement and any further orders of the Court; and (c) the Parties, for the purpose of enforcing and administering the Settlement.

16. There is no just reason to delay the entry of this Final Judgment as a Final Judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Final Judgment in this Action and to close the case.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: October 11, 2023

/s/ Michael P. Shea
The Hon. Michael P. Shea
United States District Judge

EXHIBIT N

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

MORGAN FORD, ETHAN DEECHER,
and GRADY HABICHT, individually and
on behalf of all others similarly situated,

Plaintiffs,

-v-

1:20-CV-470

RENSSELAER POLYTECHNIC
INSTITUTE,

Defendant.

DAVID N. HURD
United States District Judge

FINAL ORDER APPROVING CLASS ACTION SETTLEMENT

This consolidated class action was brought by plaintiffs Morgan Ford, Ethan Deecher, and Grady Habicht (“Settlement Class Representatives” or “plaintiffs”) against defendant Rensselaer Polytechnic Institute (“RPI” or “defendant”) for harms they, and other RPI students similarly situated to them, allegedly suffered as a result of defendant’s move from on-campus to online education at the start of the COVID-19 pandemic.

After the actions¹ were consolidated, Dkt. No. 26, defendant moved for a judgment on the pleadings against plaintiffs' claims, Dkt. No. 30. That motion was briefed, Dkt. Nos. 31–32, argued, Dkt. No. 36, and then granted in part and denied in part on December 16, 2020, Dkt. No. 42.

Thereafter, the parties conducted an extensive and contested period of discovery, *see, e.g.*, Dkt. Nos. 57, 60, 71, in advance of a lengthy mediation process, Dkt. No. 96. Ultimately, the parties notified the Court that they had reached a global settlement on June 28, 2023. Dkt. No. 102.

On August 25, 2023, this Court granted plaintiffs' unopposed request for preliminary approval of the Settlement, provisionally appointed plaintiffs as Settlement Class Representatives, provisionally appointed Class Counsel, and provisionally certified the following Settlement Class:

All students enrolled in any RPI program on the Troy Campus who were assessed a Spring 2020 semester and/or Arch 2020 semester Tuition and Fees, with the exception of: (i) any person who withdrew from RPI on or before March 10, 2020; (ii) any person enrolled for the Spring 2020 semester solely in a program for that, at the beginning of the Spring 2020 semester, was intended to be delivered as an online program; (iii) any person who properly executes and files a proper and timely opt-out request to be excluded from the Settlement Class; and (iv) the legal representatives, successors or assigns of any such excluded person.

¹ The consolidated member case (1:20-CV-498) was administratively closed. Dkt. No. 26. All filings have been made in this lead action.

Dkt. No. 106 ¶ 5. The Preliminary Approval Order also directed Notice to the proposed Settlement Class and set this matter down for a final approval hearing to be held on January 9, 2024 at 1:00 p.m. Dkt. No. 106. Thereafter, plaintiffs moved for final approval of the settlement, Dkt. No. 111, and for an award of attorney's fees and expenses, Dkt. No. 112.

Upon consideration of the parties' briefing in light of the governing law, and after conducting a hearing on this matter in open session on this date at the U.S. Courthouse in Utica, New York, at which no objectors appeared, **the Court finds and concludes that:**

(a) it has subject matter jurisdiction over this Action, and all matters relating to the Settlement, as well as personal jurisdiction over the parties and the Settlement Class Members for purposes of the Settlement;

(b) the definitions in the Settlement Agreement and all terms used in this Order shall have the same meanings as those set forth in the Settlement Agreement, Dkt. No. 105-1, unless otherwise defined;

(c) the Short Form Notice and Long Form Notice (the "Notices") provided to the Potential Settlement Class in accordance with the Preliminary Approval Order and Order approving the amended notices (Dkt. No. 109) constituted the best notice practicable under the circumstances of this Action and constituted due and sufficient notice of the proceedings and matters set forth therein, including of the Settlement, to all persons entitled to notice;

(d) the Notices fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws and rules, including the provisions of the Class Action Fairness Act, 28 U.S.C. § 1715;

(e) for purposes of the Settlement only, the Action may proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure;

(f) Class Counsel and the Settlement Class Representatives have fairly and adequately represented the Settlement Class, both with respect to litigation of the action and for purposes of negotiating, entering into, and implementing the Settlement;

(g) Class Counsel and the Settlement Class Representatives have satisfied the requirements of Rules 23(a)(4) and 23(g) of the Federal Rules of Civil Procedure;

(h) the Settlement:

(i) is in all respects fair, reasonable, and adequate to the Settlement Class;

(ii) was the product of informed, arms'-length negotiations amount competent, able counsel, and the negotiations were facilitated by an experienced mediator and U.S. Magistrate Judge, the Honorable Diane M. Welsh;

(iii) is based on a record that is sufficiently developed to have enabled the Settlement Class Representatives and RPI to adequately evaluate their positions;

(iv) provides relief to the Settlement Class that is adequate, taking into account the costs, risks, and delay of continued litigation and the effectiveness of the plan of allocation as outlined in the Settlement;

(v) treats Settlement Class Members equitably relative to one another; and

(vi) was received positively by the Settlement Class.

Therefore, it is ORDERED and ADJUDGED that:

1. Final approval of the Settlement is GRANTED pursuant to Rule 23(e) of the Federal Rules of Civil Procedure;
2. The individual who has timely and validly requested exclusion² from the Settlement Class is identified in Exhibit 1 of this Final Order (“Excluded Person”);
3. The Settlement is fair, reasonable, and adequate to the Settlement Class;
4. The parties shall implement all of the terms and provisions of the Settlement;

² One individual timely opted out. But that person did not appear at the final hearing to lodge an objection.

5. Final Judgment shall be, and hereby is, entered dismissing the Action with prejudice, without taxation or costs to any Party;

6. The Settlement Class Representatives, Class Counsel, and all other Settlement Class Members, and each of their present, future, and former heirs, family members, guardians, executors, administrators, employees, agents, representatives, attorneys, outside counsel, predecessors, successors, assigns, and any person who has made payments to RPI on their behalf (hereinafter “Releasing Settlement Class Parties”), are hereby conclusively deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived and discharged RPI and all of its present, future, and former parent, subsidiary, and affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing’s respective present, future, and former officers, directors, trustees, academic affiliates, employees, faculty members, students, agents, representatives, attorneys, outside counsel, predecessors, successors, insurers, agents, and assigns (hereinafter “Released RPI Parties”), from any and all suits, claims, controversies, rights, agreements, promises, debts, liabilities, accounts, reckonings, demands, damages, judgments, obligations, covenants, contracts, costs (including, without limitation, attorneys’ fees and costs), losses, expenses, actions or causes of action of every nature, character, and description, in law or in equity, that any Releasing Settlement Class

Party ever had, or has, or may have in the future, against the Released RPI Parties upon or by reason of any matter, cause, or thing whatever from the beginning of the world to the Effective Date, arising out of, concerning, correlating in any way to RPI's transition to remote education or other services during and following the COVID-19 pandemic through the end of the Spring 2020 and Arch 2020 semesters, or the implementation or administration of such remote education or other services, including but not limited to all claims that were brought or could have been brought in the Action (hereinafter "Released Settlement Class Parties' Claims");

7. The Releasing Settlement Class Parties are hereby barred and permanently enjoined from instituting, asserting or prosecuting any or all of the Released Settlement Class Parties' Claims against any of the Released RPI Parties;

8. RPI and all of its present, future, and former parent, subsidiary, and affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing's respective present, future, and former predecessors, successors, and assigns (hereinafter "Releasing RPI Parties"), are hereby conclusively deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged the Settlement Class Representatives, Class Counsel, and all other Settlement Class Members, and each of their respective present, future,

and former heirs, family members, guardians, executors, administrators, employees, agents, representatives, attorneys, outside counsel, predecessors, successors, assigns, and any person who has made payments to RPI on their behalf (hereinafter “Released Settlement Class Parties”), from any and all claims RPI may have, had, or discover against the Released Settlement Class Parties arising out of or related in any way to the Released Settlement Class Parties’ investigation, filing, prosecution, or settlement of this Action (hereinafter the “Released RPI Claims”);

9. The Releasing RPI Parties are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all of the Released RPI Claims against any of the Released Settlement Class Parties;

10. The manner of distribution of the Net Settlement Fund as described in the Settlement and in the Notices to Potential Settlement Class Members is hereby approved, subject to modification by further order of this Court, which may, at the discretion of the Court, be entered without further notice to the Settlement Class. Any order or proceedings relating to the manner of distribution of the Net Settlement Fund, so long as they are not materially inconsistent with this Final Judgment, shall not operate to terminate or cancel the Settlement or affect the finality of this Final Judgment approving the Settlement;

11. The Court hereby decrees that neither the Settlement nor this Final Judgment nor the fact of the Settlement is an admission or concession by RPI of any fault, wrongdoing, or liability whatsoever. This Final Judgment is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference against RPI or the Released RPI Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement;

12. Class Counsel are awarded attorneys' fees in the amount of **\$2,166,666.66** and reimbursement of litigation expenses in the amount of **\$121,813.13** with such amounts to be paid from out of the Settlement Fund in accordance with the terms of the Settlement;

13. Administrative Expenses, totaling **\$119,360.60**, are to be paid out of the Settlement Fund to Simpluris to perform its responsibilities as the Settlement Administrator, in accordance with the terms of the Settlement;

14. Settlement Class Representatives are awarded a case contribution award in the amount of **\$10,000** per Named Plaintiff, such amount to be paid from out of the Settlement Fund in accordance with the terms of the Settlement;

15. Without affecting the finality of this Final Judgment in any way, the Court retains and reserves jurisdiction over: (a) implementation of this

Settlement and any distributions from the Settlement Fund; (b) the Action, until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions of the Settlement and any further orders of the Court; and (c) the Parties, for the purpose of enforcing and administering the Settlement;

16. In the event that this Final Judgment does not become Final in accordance with Paragraph 1(l) of the Settlement, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void, except those necessary to effect termination of the Settlement. In such event, the Action shall return to its status immediately prior to execution of the Settlement; and

17. There is no just reason to delay the entry of this Final Judgment as a final judgment in this Action.

The Clerk of the Court is directed to enter this Final Judgment in the Action, terminate the pending motions, and close the case.

IT IS SO ORDERED.

Dated: January 9, 2024
Utica, New York.

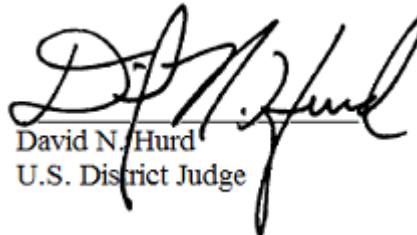

David N. Hurd
U.S. District Judge

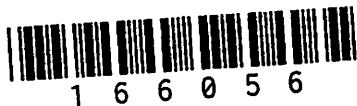
EXHIBIT 1

Christian I. Allen
240-364-4664 (Cell)
allenc4.rpi@gmail.com
November 6, 2023
7217 Cliff Pine Drive Gaithersburg MD, 20879

Re: *Morgan Ford, Ethan Deecher, and Grady Habicht, on behalf of themselves and others similarly situated v. Rensselaer Polytechnic Institute*, Case No. 1:20-cv-00470-DNH-CFH

My name is Christian I. Allen. I was an RPI student at the Troy Campus during Spring 2020 and the Summer Arch 2020 semester. As such I am a class member on Case No 1:20-cv-oo470-DNH-CFH. At this point I wish to **Opt out** of the proposed settlement. I do not wish to participate in this proposed settlement as I do not want to be bound by any judgement during this case. I have chosen to do so because I do not believe this proposed settlement is fair, adequate, and reasonable.

My Rensselaer student ID at the time I attended the school was 661 831 708. I graduated as part of the class of 2021.



Christian I. Allen

Christian Isaiah Allen
Signed November 6, 2023

Christian J. Allen
7217 Cliff Pine Dr
Gaithersburg, MD 20879

CAPITAL DISTRICT 208

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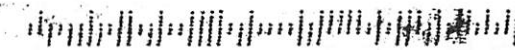
Ford v. Rensselaer Polytechnic Institute
C/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL®



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U.S. POSTAGE PAID
FCM LETTER
MONTGOMERY VILLAGE
MD 20886
NOV 06, 2023

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EXHIBIT O

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

SIMON PFEIFER, ISABEL BOTELLO, and
KARI WHALEN, Individually and on Behalf
of All Others Similarly Situated,

Plaintiffs,

v.

LOYOLA UNIVERSITY OF CHICAGO,

Defendant.

Case No. 20-cv-03116

Honorable Robert W. Gettleman

FINAL APPROVAL ORDER

This matter, having come before the Court on the Class Representatives’ Motion for Final Approval of the proposed class action settlement with Defendant Loyola University of Chicago (“Defendant”), the Court having considered all papers filed and arguments made with respect to the settlement, and having provisionally certified the Settlement Class, and the Court, being fully advised finds that:

1. On January 23, 2024, the Court held a Final Approval Hearing, at which time the Parties were afforded the opportunity to be heard in support of or in opposition to the Settlement.
2. Certification for settlement purposes of the Settlement Class, as defined by the Settlement Agreement (ECF No. 68-2 at Exhibit 1) and the Preliminary Approval Order, is appropriate pursuant to Rule 23(a), and (b) of the Federal Rules of Civil Procedure.
3. Notice to the Settlement Class required by Fed. R. Civ. P. 23(e) has been provided in accordance with the Settlement Agreement and the Preliminary Approval Order. Such Notice

has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies Fed. R. Civ. P. 23(e) and due process.

4. The Settlement Agreement was arrived at as a result of arms' length negotiations conducted in good faith by counsel for the Parties, and is supported by the Parties.

5. The Settlement, as set forth in the Settlement Agreement, is fair, reasonable, and adequate to the members of the Settlement Class, in light of the complexity, expense, and duration of litigation, and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

6. The relief provided in the Settlement constitutes fair value given in exchange for the release of claims.

7. The Parties and each Class Member have irrevocably submitted to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

8. It is in the best interests of the Parties and the Settlement Class Members and consistent with principles of judicial economy that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any Released Party, which in any way relates to the applicability or scope of the Settlement Agreement or the Final Approval Order, should be presented exclusively to this Court for resolution.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. This action is a class action against Defendant on behalf of consumers defined as follows:

All students enrolled in any Loyola program who were assessed any tuition or Fees for the Spring 2020 semester, with the exception of (i) any person enrolled in online-only courses for the Spring 2020 semester, (ii) any person who withdrew from Loyola on or before March 17, 2020, (iii) any person who requested to block

the release of his/her Directory Information and has not agreed to remove that block; (iv) any person who properly executes and files a proper and timely opt-out request to be excluded from the Settlement Class; and (v) the legal representatives, successors, or assigns of any such excluded person.

10. The Settlement Agreement submitted by the Parties for the Settlement Class is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the best interests of the Settlement Class. The Settlement Agreement shall therefore be deemed incorporated herein and the proposed settlement is finally approved and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

11. This action is hereby dismissed on the merits, with prejudice and without costs.

12. As agreed by the Parties in the Settlement Agreement, upon the Effective Date, the Released Loyola Parties shall be released and discharged in accordance with the Settlement Agreement.

13. Each Settlement Class Member is permanently barred and enjoined from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Released Claims against the Released Loyola Parties, as those terms are defined in the Settlement Agreement, including by participating in any class action or other representative or collective proceeding that asserts Released Claims against the Released Loyola Parties.

14. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Settlement Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Settlement Agreement. Without limiting the generality of the foregoing, any

dispute concerning the Settlement Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law, the Parties hereto and all members of the Settlement Class are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum. However, Defendant expressly reserves and does not waive any jurisdictional defenses it may have over any claims not released by the Settlement Agreement.

15. Upon consideration of Class Counsel's application for fees and costs, the Court awards \$467,908.57 as reasonable attorneys' fees and reimbursement for reasonable Litigation Expenses, to be paid from the Settlement Fund.

16. Upon consideration of the application for individual service award, each Class Representative is awarded \$5,000.00 to be paid from the Settlement Fund, in consideration for the service performed for and on behalf of the Settlement Class.

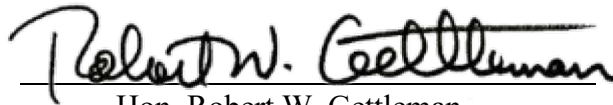
17. The Settlement Administrator is approved for reimbursement of \$56,669.35 in its out-of-pocket expenses in the administration of the Settlement, to be paid from the Settlement Fund.

18. The Parties' distribution plan of payments to the Settlement Class as outlined in the Settlement Agreement, following the above-approved deductions, is approved for implementation. Should funds remain after all distributions are made, and the check negotiation period provided

for in the Settlement Agreement has passed, the Parties' chosen *cy pres*, After School Matters, is approved for receiving such balance.

19. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

Date: January 23, 2024



Hon. Robert W. Gettleman
U.S. District Judge