

AGREEMENT TO MODIFY THE AMENDED SETTLEMENT AGREEMENT

The Parties to the June 7, 2023 Amended Settlement Agreement (ECF 138-1) (the “Amended Settlement Agreement”) between (1) Krystian Wnorowski (“Plaintiff” or “Named Plaintiff”), on behalf of himself and Settlement Class Members; and (2) the University of New Haven (“UNH”) (each individually a “Party,” and collectively the Parties”) hereby enter into this Agreement to Modify the Amended Settlement Agreement (the “Modification Agreement”), by and through their respective counsel in this Action. This Modification Agreement shall be effective on the date when it has been executed by all four of the signatories listed herein. Except for those provisions expressly modified herein, all provisions of the Amended Settlement Agreement remain in full force and effect and continue to be binding on the Parties.¹

RECITALS

On October 3, 2023, the Final Approval Hearing for the Settlement in the above-captioned Action was held. As part of the Court’s oral orders granting the conditional final approval of the Settlement, 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).

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, by and through their respective Counsel, that the Amended Settlement Agreement shall be modified only as specifically set forth herein for the sole purpose of addressing the Court’s October 3, 2023 oral orders at the Final Approval Hearing.

¹ Unless otherwise defined herein, all capitalized terms in this Modification Agreement have the same meaning as those terms are defined in the Amended Settlement Agreement.

DEFINITIONS

1. The definition of “**Non-Cash Tuition Credit**” included at Paragraph 1(r) of the Amended Settlement Agreement is deleted and replaced by the following definition:

(a) “**Non-Cash Tuition Credit**” means a one-time non-cash \$200 credit from UNH that will be used solely to reduce the tuition for a Settlement Class Member’s enrollment in a UNH course commencing in September 2023 or later.

NON-CASH TUITION CREDIT

2. Paragraph 9 of the Amended Settlement Agreement is deleted and replaced by the following provision:

(a) All Settlement Class Members who enroll in a UNH course commencing in September 2023 or later shall receive the Non-Cash Tuition Credit. The Non-Cash Tuition Credit will be in addition to any other credits or scholarships given by UNH to Settlement Class Members. The Non-Cash Tuition Credit is available only to the Settlement Class Members and may not be assigned, conveyed, or otherwise transferred to anyone else. For those Settlement Class Members who already enrolled in a UNH course for the Fall 2023 semester, UNH shall provide them with the Non-Cash Tuition Credit by crediting their account balance, or, if they do not have an account balance by the end of the 2023-2024 UNH school year, by sending them a one-time reimbursement check in the amount of the Non-Cash Tuition Credit: Two Hundred Dollars and Zero Cents (\$200.00). For future enrollment periods after the Fall 2023 semester, UNH will review the list of Settlement Class Members each enrollment period and automatically, without further request, provide the Non-Cash Tuition Credit to Settlement Class Members who enroll in a UNH course.

SUPPLEMENTAL CLASS NOTICE

3. After the Effective Date of the Settlement, UNH shall cause the Settlement Administrator to include on all Settlement check statements issued to Settlement Class Members an additional statement specifically notifying each check recipient that he or she will automatically receive the one-time Non-Cash Tuition Credit by enrolling in any UNH course. The statement will refer Settlement Class Members to the Settlement Website for further information if desired, but the statement will make clear that no action other than enrollment is needed to become eligible and receive the credit. The proposed statement on all Settlement check statements would read as follows:

The Settlement Class Member receiving this Settlement payment also shall automatically receive the one-time \$200 Non-Cash Tuition Credit described in the Settlement if the Settlement Class Member enrolls or has enrolled in a UNH course commencing in September 2023 or later. There is no expiration date on this tuition credit. Go to www.unewhavensettlement.com for more details on how you will receive the credit after enrolling.

4. After the Effective Date of the Settlement, UNH shall publish a notice regarding the Non-Cash Tuition Credit in *The Charger Bulletin*, UNH's student newspaper, on a weekly basis for two years (or longer, should the Court order a longer period) from the Effective Date (the "Supplemental Notice Period"), which notice shall inform the Settlement Class Members about the Non-Cash Tuition Credit. The proposed notice shall state the following:

If you were a UNH student enrolled in any UNH course as of March 24, 2020 (other than a non-matriculated high school student) and you did not opt out of the Settlement of *Krystian Wnorowski, on behalf of himself and others similarly situated v. University of New Haven*, Case No. 3:20-cv-1589 (D. Conn.), you will receive the one-time \$200 Non-Cash Tuition Credit described in the Settlement if you enroll or have enrolled in a UNH course commencing in September 2023 or later. Go to www.unewhavensettlement.com for more information.

5. After the Effective Date of the Settlement, UNH shall publish the same or a substantially similar notice as the notice described in Paragraph 4 of this Modification Agreement in each publication of *The University of New Haven Alumni Magazine*, during the Supplemental Notice Period.

6. After the Effective Date of the Settlement, UNH, through its Counsel, shall provide the Court with periodic status reports regarding its compliance with the supplemental notices to Settlement Class Members described in Paragraphs 4 and 5 of this Modification Agreement. UNH shall provide these status reports to the Court every six months during the Supplemental Notice Period or at whatever frequency is ordered by the Court in its Final Judgment.

REVISED PROPOSED FINAL JUDGMENT

7. Plaintiff shall file a revised proposed Final Judgment consistent with the Court's oral orders at the October 3, 2023 Final Approval Hearing.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement to be executed,

by their duly authorized attorneys, as for the date stated above:

ACCEPTED AND AGREED:

PLAINTIFF



Krystian Wnorowski

Dated: 10/10/2023

POULIN | WILLEY | ANASTOPOULO, LLC
(Counsel for Plaintiff)

By: 

Paul Doolittle

Dated: 10/10/2023

UNIVERSITY OF NEW HAVEN

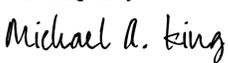
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By: 

George S. Synodi
Vice President for Finance & Administration

Dated: 10/10/2023

SHIPMAN & GOODWIN LLP

(Counsel for Defendant University of New Haven)

DocuSigned by:
By: 

Michael A. King

Dated: 10/10/2023