

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)

April 21, 2023

**DECLARATION OF PAUL DOOLITTLE IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION TO PRELIMINARILY APPROVE CLASS SETTLEMENT,
CERTIFY THE CLASS, APPOINT CLASS COUNSEL, APPROVE PROPOSED CLASS
NOTICE, AND SCHEDULE A FINAL APPROVAL HEARING**

I, Paul Doolittle, declare under the penalty of perjury pursuant to the laws of the United States of America that the forgoing is true and correct to the best of my knowledge:

1. I am an attorney of record for the Named Plaintiff and members of the Putative Class.
2. The Poulin | Willey | Anastopoulos Law Firm, LLC, formerly known as the Anastopoulos Law Firm, LLC, represents the Named Plaintiff.
3. The Poulin | Willey | Anastopoulos Law Firm has extensive class action experience and seeks to be appointed as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g).¹

¹ Poulin | Willey | Anastopoulos, LLC has been appointed lead or co-lead Counsel in *Espejo v. Cornell University*, Case No. 3:20-cv-00467 (N.D.N.Y.) (appointing the Anastopoulos Law Firm as sole interim lead counsel for the putative class); *In re Columbia University Tuition Refund Litigation*, 1:20-cv-03208-JMF (S.D.N.Y.) (appointing the Anastopoulos Law Firm as Co-Lead Counsel); *Ford v. Rensselaer Polytechnic Institute*, Case No. 1:20-cv-00470 (N.D.N.Y.) (appointing the Anastopoulos Law Firm as Interim Class Counsel); *Bergeron v. Rochester Institute of Technology*, Case No. 6:20-cv-06283 (W.D.N.Y.) (appointing the Anastopoulos Law Firm as Co-Lead Counsel); *In re: University of Miami COVID-19 Tuition and Fee Refund Litigation*, Case No. 0:20-cv-60851 (S.D. Fla.) (appointing the Anastopoulos Law Firm as Co-Lead Interim Class Counsel); *Quereshi v. American University*, Case No. 1:20-cv-01141 (D.D.C.) (appointing the Anastopoulos Law Firm as Co-Lead Interim Counsel); *Montesano v. The Catholic University of America*, Case No. 1:20-cv-01496 (D.D.C.) (appointing the Anastopoulos Law Firm as Lead Interim Class Counsel); *Ryan v. University of Temple*, Case No. 5:20-cv-02164-JMG (E.D. Pa.) (appointing the Anastopoulos Law Firm as Co-Lead Interim Class Counsel); *Levin v. Board of Regents of the University of Colorado*, 2020CV31409 (Dist. Ct. Denver); and *Alderman v. The Board of Governors of the Colorado State University System*, 2020CV31410 (Dist. Ct. Denver).

4. Attached as Exhibit 1 is a true and correct copy of the Settlement Agreement.
5. Attached as Exhibit A to the Settlement Agreement is a true and correct copy of the Long Form Notice of Class Action Settlement and Hearing.
6. Attached as Exhibit B to the Settlement Agreement is a true and correct copy of the Proposed Order granting preliminary approval of the Settlement.
7. Attached as Exhibit C to the Settlement Agreement is a true and correct copy of the Short Form Notice of Class Action Settlement and Hearing.
8. Attached as Exhibit D to the Settlement Agreement is a true and correct copy of the Proposed Final Judgment.
9. Attached as Exhibit 2 is a true and correct copy of the order preliminarily approving settlement in *Choi v. Brown University*, No. 1:20-cv-00191 (D.R.I., Sept. 2022).
10. Attached as Exhibit 3 is a true and correct copy of a report from the Office of the University Registrar for the University of New Haven which demonstrates that there are 6,428 students in the Potential Settlement Class.
11. Attached as Exhibit 4 is a true and correct copy of the firm resume of Poulin | Willey | Anastopoulo Law Firm, LLC.

I declare under penalty of perjury that the foregoing is true and correct. This Declaration was executed on April 21, 2023 in Charleston, South Carolina.

/s/ Paul Doolittle
Paul Doolittle

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is made and entered into as of this 21st day of April, 2023, by and among the following parties, as hereinafter defined: (1) Krystian Wnorowski (“Plaintiff” or “Named Plaintiff”), on behalf of himself and the Settlement Classes, by and through Class Counsel in this Action; and (2) the University of New Haven (“UNH”), by and through UNH’s Counsel in this Action. The Named Plaintiff and UNH are individually each a “Party” and collectively, the “Parties.”

RECITALS

On October 22, 2020, Plaintiff Krystian Wnorowski filed a putative class action complaint in the United States District Court for the District of Connecticut styled *Krystian Wnorowski, on behalf of himself and others similarly situated v. University of New Haven*, Case No. 3:20-cv-1589 (the “Action”).

On November 12, 2020, Plaintiff filed an Amended Class Action Complaint and Jury Demand (ECF 9) (the “Complaint”). The Complaint alleged that Named Plaintiff and putative class members are entitled to refunds of certain amounts of tuition, fees, and other charges because, beginning in March 2020, UNH provided classes remotely and closed on-campus services in response to the COVID-19 pandemic. The Complaint alleged that Named Plaintiff and all other UNH students who paid tuition and/or fees for the Spring 2020 semester had express and implied contracts with UNH that entitled them to in-person instruction and services, and that, by switching to remote education and closing on-campus services in response to the pandemic without reducing or refunding tuition or fees, UNH was liable for breach of contract. (C o m p l . a t ¶¶ 59, 97, 126-129.) The Complaint also included two claims for unjust enrichment in the alternative to Plaintiff’s two breach of contract claims. (*Id.* at ¶¶ 105 - 119, 132 - 145.) Named Plaintiff sought damages representing the “difference between the fair market value of the online

learning provided versus the fair market value of the live, in-person instruction in a physical classroom on a physical campus with all the attendant benefits for which they contracted.” *Id.* ¶ 104.

On February 1, 2021, UNH filed a Motion to Dismiss the Complaint in its entirety (ECF 18). The Court denied UNH’s Motion to Dismiss on August 3, 2021. (ECF 37.) On February 16, 2022, Named Plaintiff moved to certify two putative classes of plaintiffs comprising of:

The Tuition Class:

All persons whom paid tuition for or on behalf of students enrolled in classes at the University for the Spring 2020 Semester and were denied live in-person instruction from March 9, 2020 until the end of the Semester.

The Fees Class:

All persons whom paid fees for or on behalf of students enrolled at the University of New Haven who were charged fees for services, facilities, resources, events, and/or activities for the Spring 2020 Semester that were not provided in whole or in part.

(ECF 52 at 1.) Named Plaintiff also moved for the court to appoint him as class representative and to appoint the Anastopoulo Law Firm, LLC (now known as Poulin | Willey | Anastopoulo, LLC) as class counsel. (*Id.*) UNH filed an Opposition to Plaintiff’s Motion for Class Certification on April 1, 2022. (ECF 53.) Plaintiff replied on April 15, 2022. (ECF 57.)

The parties also engaged in substantial class-related and merits discovery, including issuing and responding to written discovery requests, collecting and producing responsive documents, and deposing Plaintiff and certain representatives from UNH.

On July 15, 2022, Plaintiff moved for summary judgment on its two breach of contract claims. (ECF 66.) UNH opposed Plaintiff’s Motion for Partial Summary Judgment on August 22, 2022; (ECF 82); and Plaintiff filed a reply on September 9, 2022. (ECF 90.) On July 18, 2022, UNH moved for summary judgment on all counts of Plaintiff’s Complaint. (ECF 70.) Plaintiff opposed UNH’s Motion

for Summary Judgment on August 22, 2022; (ECF 85); and UNH filed a reply on September 9, 2022. (ECF 91.) On September 15, 2022, at the request of the Parties, the Court referred the case for mediation with the Honorable Magistrate Judge S. Dave Vatti. The Court also denied without prejudice the Plaintiff's Motion to Certify Class and indicated that the Plaintiff had the plenary right to renew the motion if the mediation did not result in settlement.

Thereafter, the Parties participated in several mediation sessions with the Honorable S. Dave Vatti. The first mediation session took place virtually on November 9, 2022 after the Parties submitted detailed statements analyzing the case to Judge Vatti. This initial session lasted over four hours but did not result in a settlement. The Parties returned for a second virtual mediation session with Judge Vatti on December 16, 2022. This second session lasted for over three hours but still did not result in a settlement. The Parties participated in a third mediation session on January 10, 2023, followed by a fourth on January 30, 2023; however, a settlement still was not reached. Thereafter, counsel for each Party participated multiple ex parte conversation with Judge Vatti in an effort to reach a settlement. On March 1, 2023, following their ex parte discussions with Judge Vatti, the Parties agreed upon the essential terms of a settlement and the case was reported settled, pending a fairness hearing by the Court. In light of this, the Court denied without prejudice the Parties' motions for summary judgment. (ECF 126.)

Named Plaintiff believes that the claims asserted in the Action have merit. Nonetheless, Named Plaintiff and his counsel recognize that UNH raised factual and legal defenses in the Action that present a risk that Named Plaintiff may not prevail at trial or on appeal. Named Plaintiff and his counsel have also taken into account the costs, risks, and delays associated with the continued litigation of the Action, including litigating any appeal of the dismissal of all claims seeking a refund of tuition. Therefore, Named Plaintiff and his counsel believe that it is desirable

that the Released Settlement Class Parties' Claims and the Released UNH Claims (as defined herein) be fully and finally compromised, settled, and resolved with prejudice, and barred under the terms and conditions set forth in the Settlement Agreement.

Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue in the Action, Named Plaintiff'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 (as defined herein), 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.

At all times, UNH has continued to maintain that its staff performed in an exemplary fashion to continue to provide the excellent quality educational services for which it is known despite the challenges imposed by a global pandemic and therefore denies all allegations of liability on any basis 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 Action. Nevertheless, taking into account the costs of continued litigation, the uncertainty and risks inherent in litigation generally and the benefits that current and former students will receive from a negotiated settlement, UNH 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 UNH's best interests.

As more fully explained below, neither the Settlement nor any actions taken to carry out the Settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability by any person or entity, or of the validity of any claim, defense, or any point of fact or law by any Party. All such liability is expressly denied. Neither the Settlement, nor the

fact of settlement, nor settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault, wrongdoing, or culpability by UNH, or be offered or received in evidence as an admission, concession, presumption, or inference of any fault, wrongdoing, or culpability by UNH in any action or proceeding.

Although the Parties have agreed that a class may be certified for purposes of the Settlement, such certification shall not be binding or have any legal effect if the Settlement is terminated, if the Settlement is ultimately not approved, or if the approval is reversed or modified on appeal. UNH reserves all of its objections to class certification for litigation purposes and does not consent to certification of the proposed Settlement Class for any purpose other than to effectuate the Settlement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, by and through their respective counsel, that subject to final approval of the Court, after a hearing as provided for in the Settlement pursuant to Federal Rule of Civil Procedure 23(e), and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Action and the Released Settlement Class Parties' Claims and the Released UNH Claims shall be fully and finally compromised, settled, and released and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in the Settlement.

DEFINITIONS

1. As used in this Settlement Agreement, the following terms have the meanings specified below:

a. **“Action”** means *Krystian Wnorowski, on behalf of himself and others similarly situated v. University of New Haven*, Case No. 3:20-cv-1589.

b. **“Administrative Expenses”** means: (a) the costs, fees, and expenses that

are incurred by the Settlement Administrator in connection with providing notice to the Settlement Class, providing the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715(b), on behalf of UNH, and administering the Settlement, including but not limited to, (a) distributing the Net Settlement Fund to the Settlement Class Members; (b) responding to inquiries from Settlement Class Members; (c) fees and expenses incurred in connection with the Escrow Account; and (d) Taxes.

c. **“Cash Settlement Amount”** means One Million Dollars and Zero Cents (\$1,000,000.00) consideration to be paid by UNH as part of this Settlement.

d. **“Cash Settlement Fund”** means the Cash Settlement Amount plus any and all interest earned thereon.

e. **“Class Counsel”** means the law firm of Poulin | Willey | Anastopoulo, LLC.

f. **“Court”** means the United States District Court for the District of Connecticut, the Honorable Michael P. Shea presiding.

g. **“Effective Date”** means the first date after which all of the following events and conditions have been met or have occurred: (i) the Parties’ counsel have executed the Settlement; (ii) the Court has entered the Preliminary Approval Order; (iii) the Court has entered the Final Judgment; and (iv) the Final Judgment becomes Final.

h. **“Escrow Agent”** means the Settlement Administrator.

i. **“Fee Award”** means the amount of attorneys’ fees awarded by the Court to Class Counsel from the Cash Settlement Fund.

j. **“Final”** (with respect to a judgment or any other court order) means: (i) if no appeal is taken, the expiration of the time to file a notice of appeal under the Federal Rules of Appellate Procedure; or (ii) if an appeal is taken from the judgment or order, the latest of: (1) the

date of final dismissal of any such appeal, or the final dismissal of any proceeding on certiorari or otherwise; or (2) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant.

k. **“Final Approval Hearing”** means the hearing before the Court where the Parties will request the Final Judgment approving the Settlement to be entered by the Court and the Court will determine the Fee Award and the Service Award, and award any Litigation Expenses to Class Counsel.

l. **“Final Judgment”** means the order (or orders) both (1) granting final approval of the Settlement and (2) entering final judgment.

m. **“Gross Settlement Fund”** means the sum (Two Million, Two Hundred and Eighty-Five Thousand and Six Hundred Dollars and Zero Cents (\$2,285,600.00)) of the (i) Cash Settlement Fund (One Million Dollars and Zero Cents (\$1,000,000.00)); and (ii) the value (One Million, Two Hundred and Eighty-Five Thousand and Six Hundred Dollars and Zero Cents (\$1,285,600.00)) of the Non-Cash Tuition Credit (Two Hundred Dollars and Zero Cents (\$200.00)) multiplied by the estimated number of Potential Settlement Class Members (6,428).

n. **“Litigation Expenses”** means costs and expenses incurred by Class Counsel in connection with commencing, litigating, and settling the Action.

o. **“Long Form Notice”** means the Notice of Class Action Settlement and Hearing, substantially in the form attached hereto as Exhibit A.

p. **“Named Plaintiff”** means the lead, named plaintiff in this Action: Krystian Wnorowski.

q. **“Net Settlement Fund”** means the Cash Settlement Fund less any (i) Administrative Expenses, (ii) Fee Award and Litigation Expenses, and (iii) Service Award.

r. **“Non-Cash Tuition Credit”** means a one-time non-cash \$200 credit from UNH that will be used solely to reduce the tuition for enrollment in a UNH course commencing in September 2023 or later. All Settlement Class Members who enroll in a UNH course commencing in September 2023 or later shall be eligible for the Non-Cash Tuition Credit. Upon notifying UNH’s Bursar’s Office of his or her eligibility for the credit by email at bursar@newhaven.edu, each eligible Settlement Class Member will receive the credit directly into his or her UNH student account. The Non-Cash Tuition Credit will be in addition to any other credits or scholarships award 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.

s. **“Potential Settlement Class”** means all students who were enrolled in any UNH course as of March 24, 2020 with the exception of any non-matriculated high school student who took a UNH course.

t. **“Potential Settlement Class Member”** means a person who falls within the definition of the Potential Settlement Class as set forth above in Paragraph 1(s).

u. **“Preliminary Approval Order”** means an order granting preliminary approval of the Settlement, substantially in the form attached hereto as Exhibit B.

v. **“Released Settlement Class Parties’ Claims”** means 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 the Releasing Settlement Class Parties 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. This definition includes but is not limited to all claims that were brought or could have been brought in the Action. This definition includes but is not limited to both so called "tuition" and "fees."

w. **"Released UNH Claims"** means any and all claims the Releasing UNH Parties 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.

x. **"Released UNH Parties"** means 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.

y. **"Released Parties"** means each and any of the Released UNH Parties and each and any of the Released Settlement Class Parties.

z. **"Released Settlement Class Parties"** means 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.

aa. **“Releasing UNH Parties”** means 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.

bb. **“Releasing Parties”** means each and any of the Releasing UNH Parties and each and any of the Releasing Settlement Class Parties.

cc. **“Releasing Settlement Class Parties”** means 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.

dd. **“Service Award”** means any payments from the Cash Settlement Fund granted by the Court to the Settlement Class Representative.

ee. **“Settlement”** means the settlement described in this Settlement Agreement.

ff. **“Settlement Administrator”** means JND Legal Administration or a replacement administrator upon which the Parties agree if JND Legal Administration becomes unable to serve as the Settlement Administrator.

gg. **“Settlement Benefit”** means each Settlement Class Member’s share of the Net Settlement Fund.

hh. **“Settlement Class”** means 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.

ii. **“Settlement Class Member”** means a person who falls within the definition of the Settlement Class as set forth above in Paragraph 1(hh).

jj. **“Settlement Class Representative”** means Named Plaintiff Krystian Wnorowski.

kk. **“Settlement Website”** means the website established by the Settlement Administrator to aid in administering the Settlement.

ll. **“Short Form Notice”** means the notice provided for in Paragraphs 18-19, substantially in the form attached hereto as Exhibit C.

mm. **“Taxes”** means (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Cash Settlement Fund; (ii) the reasonable expenses and costs incurred in connection with determining the amount of, and paying, any taxes owed by the Cash Settlement Fund (including, without limitation, the reasonable expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Cash Settlement Fund, including withholding taxes.

nn. **“Uncashed Settlement Checks”** means any checks sent to Settlement Class Members that remain uncashed after a period of one hundred and eighty (180) days from the date of distribution of the checks to Settlement Class Members.

oo. **“UNH”** means the University of New Haven.

pp. **“UNH’s Counsel”** means Shipman & Goodwin LLP.

2. The word “or” means “and/or.”

3. The plural includes the singular and vice versa.

MONETARY RELIEF TO SETTLEMENT CLASS MEMBERS

4. The Net Settlement Fund will be divided and distributed equally among Settlement Class Members.

5. Each Settlement Class Member's Settlement Benefit will be distributed to that Settlement Class Member automatically, with no action required by that Settlement Class Member.

6. Settlement Class Members will be paid by a check issued by the Settlement Administrator, and the check will be mailed by first class U.S. Mail by the Settlement Administrator to the Settlement Class Member's last known mailing address on file with the University Registrar. The Settlement Administrator will also provide a form on the Settlement Website that Settlement Class Members may visit to (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These remaining Settlement Class Members must provide an updated address or elect to receive the Settlement Benefit by Venmo or PayPal no later than sixty (60) days after the Effective Date.

7. No later than seven (7) days after the Effective Date, UNH will send to the Settlement Administrator the names of the Potential Settlement Class Members.¹ No later than thirty (30) days after the Effective Date, UNH will produce to the Settlement Administrator the address of all Settlement Class Members. No charge to the Settlement Class or Cash Settlement Fund will be made by UNH for collection, correction, and provision of this information.

¹ Consistent with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and associated regulations, 34 C.F.R. Part 99 (collectively, "FERPA"), and UNH's policies, UNH may disclose directory information to the Settlement Administrator. *See* 34 C.F.R. § 99.37; *see also* University of New Haven, Policy on Directory Information, <https://www.newhaven.edu/about/departments/registrar/ferpa/directory-information.php> (last visited April 4, 2023). Moreover, any order granting preliminary or final approval of the Settlement shall constitute a judicial order within the meaning of FERPA, *see* 34 C.F.R. § 99.31(a)(9)(i), and the Settlement and the Court's order shall constitute specific notice of UNH's intention to comply with that order, *see* 34 C.F.R. § 99.31(a)(9)(ii).

8. The Settlement Administrator will send the Settlement Benefits to Settlement Class Members within sixty (60) days of the Effective Date. Funds for Uncashed Settlement Checks shall be donated, as a *cy pres* award, to a fund to be created by UNH for the express benefit of UNH students and to be used for the purpose of improving or adding services for UNH students at the Beckerman Recreation Center at UNH's West Haven campus and/or for the purpose of making capital improvements to the same, which improvements would benefit UNH students.

NON-CASH TUITION CREDIT

9. All Settlement Class Members who enroll in a UNH course commencing in September 2023 or later shall be eligible for the Non-Cash Tuition Credit. Upon notifying UNH's Bursar's Office of his or her eligibility for the credit by email at bursar@newhaven.edu, each eligible Settlement Class Member will receive the credit directly into his or her UNH student account.

RELEASE

10. The Releasing Settlement Class Parties shall be deemed to have, and by operation of law and of the Final Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged all Released Settlement Class Parties' Claims against the Released UNH Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Settlement Class Parties' Claims against any of the Released UNH Parties.

11. The Releasing UNH Parties shall be deemed to have, and by operation of law and of the Final Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged all Released UNH Claims against the Released Settlement Class Parties, and shall forever be barred and enjoined from prosecuting any or all of

the Released UNH Claims against any of the Released Settlement Class Parties.

12. The Released Settlement Class Parties' Claims and the Released UNH Claims include any unknown claims that reasonably could have arisen out of the same facts alleged in the Action that the Releasing Parties do not know or suspect to exist in their favor at the time of the release, which, if known by them, might have affected their decision to agree to the Settlement, their decision to release the Released Settlement Class Parties' Claims (in the case of the Releasing Settlement Class Parties) or the Released UNH Claims (in the case of the Releasing UNH Parties), or their decision not to object to the Settlement.

13. With respect to the Released Settlement Class Parties' Claims and the Released UNH Claims, the Releasing Parties stipulate and agree that, upon the Effective Date, in connection with their respective claims as defined above, they shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law. Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASING PARTY.

14. The Releasing Parties may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Settlement Class Parties' Claims (in the case of the Releasing Settlement Class Parties) or the Released UNH Claims (in the case of the Releasing UNH Parties), but upon the Effective Date, the Releasing Settlement Class Parties shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released Settlement Class Parties' Claims against

the Released UNH Parties, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, for damages, injunctive relief, rescission, disgorgement, or restitution or any other right, remedy, or relief of every nature and description whatsoever, whether based on federal, state local, statutory, or common law or any other law, rule, or regulation, including the law of any jurisdiction outside the United States, that were brought or could have been brought in this Action without regard to subsequent discovery or the existence of different or additional facts. Likewise, upon the Effective Date, the Releasing UNH Parties shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released UNH Claims against the Released Settlement Class Parties, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, for damages, injunctive relief, rescission, disgorgement, or restitution or any other right, remedy, or relief of every nature and description whatsoever, whether based on federal, state local, statutory, or common law or any other law, rule, or regulation, including the law of any jurisdiction outside the United States, that were brought or could have been brought in this Action without regard to subsequent discovery or the existence of different or additional facts.

15. The Releasing Settlement Class Parties agree not to commence any legal or administrative action against any Released UNH Party with respect to any Released Settlement Class Parties' Claim, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum. The Releasing UNH Parties agree not to commence any legal or administrative action against any Released Settlement Class Party with

respect to any Released UNH Claim, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

CAFA NOTICE

16. No later than ten (10) days following the filing of the Settlement with the Court, the Settlement Administrator, on behalf of UNH, shall cause the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715(b) (“CAFA”) to be served upon the Attorneys General of each U.S. State or territory in which, based on a preliminary Class List, Settlement Class Members reside, the Attorney General of the United States, and other government officials as required by law. Fees and costs associated with the CAFA notice shall constitute an Administrative Expense to be deducted from the Cash Settlement Fund. Prior to the Final Approval Hearing, in connection with the motion for final approval of the Settlement, the Settlement Administrator, on behalf of UNH shall cause to be served on Class Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with 28 U.S.C. § 1715(b).

CLASS NOTICE

17. Within fourteen (14) days of the entry of the Preliminary Approval Order, UNH will produce to the Settlement Administrator a list from the University Registrar’s records that includes the names and last known email and postal addresses, to the extent available, belonging to all Potential Settlement Class Members (the “Class List”). The Class List will be provided to the Settlement Administrator for the sole purpose of the Settlement Administrator performing its obligations pursuant to the Settlement and shall not be used for any other purpose at any time.

18. Following the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form Notice substantially in the form attached hereto as Exhibit C via email to persons listed on the Class List. If an email address is not available for a Potential

Settlement Class Member, the Short Form Notice will be sent to the Potential Settlement Class Member's last known mailing address via U.S. mail. Unless adjusted by Court order, the sending or mailing of the Short Form Notice shall be completed within thirty (30) days after the entry of the Preliminary Approval Order.

19. The Short Form Notice shall advise the Potential Settlement Class Members of their rights under the Settlement, including the right to be excluded from and/or object to the Settlement or its terms. The Short Form Notice shall also inform Potential Settlement Class Members that they can access the Long Form Notice on the Settlement Website, which the Long Form Notice shall advise the Potential Settlement Class Members of the procedures outlined in Paragraphs 23–27 and 28–30, specifying how to request exclusion from the Settlement or submit an objection to the Settlement.

20. No later than fourteen (14) days after the entry of the Preliminary Approval Order, and before the issuance of the Short Form Notice, the Settlement Administrator shall establish the Settlement Website. The Settlement Website will allow Settlement Class Members to provide an updated mailing address to receive a paper check or to elect to receive their Settlement Benefit via Venmo or PayPal. The Settlement Website shall include, in downloadable format, the following: (i) the Long Form Notice; (ii) the Preliminary Approval Order; (iii) the Settlement Agreement (including all of its exhibits); (iv) a Question and Answer section agreed to in good faith by the Parties anticipating and answering Settlement related questions from prospective class members; (v) contact information for the Settlement Administrator, including a Toll Free number, as well as Settlement Class Counsel; (vi) all preliminary and final approval motions filed by the Parties, and any orders ruling on such motions and (vii) any other materials agreed upon by the Parties and/or required by the Court.

21. No later than fifteen (15) days after the entry of the Preliminary Approval Order and until the date the Final Judgment is entered, UNH will provide a link to the Settlement Website at <https://www.newhaven.edu/>. No later than thirty (30) days after the entry of the Preliminary Approval Order, UNH will publish the Short Form Notice as an advertisement once in *The Charger Bulletin*, or a publication with comparable reach.

22. Prior to the Final Approval Hearing, in connection with the motion for final approval of the Settlement, Class Counsel shall serve and file a sworn statement from the Settlement Administrator evidencing compliance with the provisions of the Preliminary Approval Order concerning the distribution of the Short Form Notice to the Settlement Class as well as a summary of activity on/visits to the dedicated Settlement Website.

REQUESTS FOR EXCLUSION

23. A Potential Settlement Class Member may request to be excluded from the Settlement Class by sending a written request for exclusion to the Settlement Administrator, in care of the address provided in the Long Form Notice, postmarked no later than forty-five (45) days after the issuance of the Short Form Notice (the “Objection/Exclusion Deadline”), which date shall be included in the Short Form Notice and on the dedicated Settlement Website, provided that (1) if there is no legible post mark, the request for exclusion must be received by the Settlement Administrator within fourteen (14) days of the Objection/Exclusion Deadline.

24. The written request for exclusion must:

- (a) include a statement requesting exclusion from the Settlement Class;
- (b) be personally signed by the Potential Settlement Class Member; and
- (c) include the caption for the Action and the Potential Settlement Class Member’s name, address, and either a telephone number or email address.

25. A request to be excluded from the Settlement Class that does not include all of the foregoing information in Paragraph 24, that is sent to an address other than that designated in the Long Form Notice, or that is not postmarked or received within the time specified, shall be invalid, unless otherwise agreed to by the Parties, and any individual sending such request shall be deemed to remain in the Settlement Class and shall be bound as a Settlement Class Member by the Settlement, if approved by the Court. Any Potential Settlement Class Member who properly elects to be excluded, in compliance with the requirements set forth in Paragraphs 23–24, shall not: (a) be bound by any orders of the Court or the Final Judgment; (b) be entitled to relief under the Settlement; (c) gain any rights by virtue of the Settlement; or (d) be permitted to object to any aspect of the Settlement.

26. A request to be excluded from the Settlement Class must be personal. Any particular Potential Settlement Class Member may not purport to opt other Potential Settlement Class Members out of the Settlement Class on a class or representative basis.

27. UNH has the right to audit the exclusion process for evidence of fraud or error, and the Court will be the final arbiter of an exclusion's validity.

OBJECTIONS BY SETTLEMENT CLASS MEMBERS

28. Any Settlement Class Member may submit a written objection to the Settlement, the Service Award, and/or the Fee Award. The Settlement Class Member must mail their written objection(s) to the Clerk of Court with a postmark no later than the Objection/Exclusion Deadline, provided that (1) if there is no legible post mark, the objection must be received by the Clerk of Court within fourteen (14) days of the Objection/Exclusion Deadline and (2) if the Settlement Class Member is represented by counsel, such counsel may submit the written objection via the Court's electronic case filing system no later than the Objection/Exclusion Deadline. Copies must

also be sent at the same time via mail, hand, or overnight delivery service to Class Counsel and UNH's Counsel at the addresses set forth below in Paragraph 71.

29. The written objection(s) must:

- (a) state that the person objecting is a Settlement Class Member;
- (b) include the name, address, email, and telephone number of the Settlement

Class Member objecting;

- (c) be personally signed by the objecting Settlement Class Member;
- (d) contain a statement that includes all objections, provides whether each

objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and provides the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); and

- (e) include a statement of whether the objector intends to appear at the Final Approval Hearing, with or without counsel.

30. Any Settlement Class Member who fails to timely file a written objection with the Court and/or timely file notice of their intent to appear at the Final Approval Hearing in accordance with the terms of Paragraphs 28–29 and as detailed in the Long Form Notice, with copies to designated counsel for each of the Parties, shall not be permitted to object to the Settlement, the Service Award, and/or the Fee Award at the Final Approval Hearing; shall be foreclosed from seeking any review of the Settlement, the Service Award, and/or the Fee Award by appeal or other means; and shall be deemed to have waived their objection(s) and be forever barred from making any such objection(s) in the Action or any other related action or proceeding.

SETTLEMENT ADMINISTRATION

31. The Settlement Administrator shall administer the Settlement and shall act under Class Counsel's supervision and subject to the jurisdiction of the Court. Class Counsel shall be

responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund, subject to Court approval.

32. The Settlement Administrator shall, inter alia:

(a) send Short Form Notice to the Potential Settlement Class Members, as described in Paragraph 19;

(b) establish the Settlement Website, and dedicated toll free informational phone number as described in Paragraph 20;

(c) serve as Escrow Agent for the Cash Settlement Fund;

(d) forward to Class Counsel, with copies to UNH's Counsel, all documents and other materials received in connection with the administration of the Settlement promptly upon receipt;

(e) receive requests for exclusion and other requests from the Potential Settlement Class Members and promptly provide a copy of such requests to Class Counsel and UNH's Counsel upon receipt, including any requests received after the Objection/Exclusion Deadline;

(f) provide (at least) weekly reports to Class Counsel and UNH's Counsel, including without limitation, reports regarding any requests for exclusion received;

(g) make available for inspection by Class Counsel and UNH's Counsel any documentation related to the Settlement submitted to the Settlement Administrator, and any correspondence related to the Settlement sent or received by the Settlement Administrator, at any time upon reasonable notice;

(h) provide reports and other information to the Court as the Court may require; and

(i) undertake other administrative tasks in a rational, responsive, cost effective, and timely manner.

33. The Settlement Administrator shall keep the Class List and all personal information, including the identity and mailing addresses of the Potential Settlement Class Members, confidential. The Parties agree that this information may not be used for any purpose other than effectuating the terms of the Settlement or the duties or obligations arising hereunder.

34. The Settlement Administrator shall maintain reasonably detailed records of its activities under the Settlement, including all such records as are required by applicable law, in accordance with its normal business practices, which will be made available to Class Counsel and UNH's Counsel upon request. Should the Court request, Class Counsel, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator.

SETTLEMENT APPROVAL ORDER AND FINAL APPROVAL ORDER

35. Promptly after the execution of this Agreement, in coordination with UNH's Counsel, Class Counsel will move for preliminary approval of the Settlement, provisional certification of the Settlement Class for settlement purposes only, appointment of Named Plaintiff as Settlement Class Representative, appointment of Class Counsel as counsel for the Settlement Class, and the scheduling of the Final Approval Hearing. Concurrently with the motion for preliminary approval, Class Counsel shall apply to the Court for, and UNH shall agree to, entry of the proposed Preliminary Approval Order, substantially in the form attached hereto as Exhibit B.

36. At the time of the submission of the Settlement to the Court as described above, Class Counsel shall request that the Court hold a Final Approval Hearing, which shall be held no

less than seventy-five (75) days after the Short Form Notice is disseminated.

37. After the Short Form Notice is disseminated, and no later than ten (10) days before the Final Approval Hearing, Class Counsel, in coordination with UNH's Counsel, shall request that the Court submit a Final Judgment, substantially in the form attached hereto as Exhibit D, which will, among other things:

(a) approve the Settlement as fair, reasonable, and adequate to the Settlement Class, and direct consummation of the Settlement in accordance with the terms and provisions of the Settlement;

(b) fully and finally dismiss the Action with prejudice, and without costs (except as may be provided herein) to any Party as against any other;

(c) incorporate the releases set forth above in Paragraphs 10–15, make the releases effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

(d) approve the manner of distribution of the Net Settlement Fund and order that payments be made to Settlement Class Members only in accordance with same;

(e) award Class Counsel from out of the Cash Settlement Fund such Fee Award and Litigation Expenses as the Court may allow;

(f) award the Settlement Class Representative from out of the Cash Settlement Fund such Service Awards as the Court may allow; and

(g) reserve jurisdiction over: (i) implementation of the Settlement and any distribution to Settlement Class Members, pursuant to further orders of the Court; (ii) disposition of the Cash Settlement Fund; (iii) the Action, until each and every act agreed to be performed pursuant to the Settlement shall have been performed, pursuant to further orders of the Court;

and (iv) the Parties, for the purpose of enforcing and administering the Settlement.

SETTLEMENT CONSIDERATION

38. The Cash Settlement Amount shall be the sum of One Million Dollars and Zero Cents (\$1,000,000.00). Within ten (10) business days after the Court enters the Preliminary Approval Order, UNH shall deposit into an escrow account established by the Settlement Administrator / Escrow Agent (the “Escrow Account”), the sum of \$1,000,000.00. No person or entity shall be liable to pay any amount pursuant to the Settlement except as set forth in this paragraph.

USE OF SETTLEMENT

39. The Cash Settlement Fund shall be used to pay: (a) any Administrative Expenses incurred in accordance with Paragraph 1(b); (b) any Fee Award and Litigation Expenses granted by the Court; and (c) any Service Award granted by the Court. The remaining funds, the Net Settlement Fund, shall be distributed to Settlement Class Members according to the Settlement.

40. The Cash Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Cash Settlement Fund is distributed as provided in Paragraphs 4–8.

41. Until the Effective Date, the Escrow Account shall be under the control of the Escrow Agent, on behalf of the Settlement Class Representative, the Settlement Class, and UNH. The Escrow Agent shall cause the Cash Settlement Fund to be invested exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments), except that any cash balances up to the amount that is insured by the Federal Deposit Insurance Corporation (“FDIC”) may be deposited in any account that is fully insured by the FDIC. The Escrow Agent shall cause all interest on the Escrow Account to be collected and reinvested. In the event that the yield on United States

Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. The Released UNH Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Cash Settlement Fund shall be borne solely by the Cash Settlement Fund.

42. The Cash Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1. The Settlement Administrator, as administrator of the Cash Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Cash Settlement Fund. The Settlement Administrator shall also be responsible for causing payment to be made from the Cash Settlement Fund of any Taxes owed with respect to the Cash Settlement Fund. The Released UNH Parties shall not have any liability or responsibility for any such Taxes. Upon written request, UNH will provide to the Settlement Administrator the statement described in Treasury Regulation § 1.468B-3(e). The Settlement Administrator, as administrator of the Cash Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or

appropriate in connection therewith.

43. All Taxes shall be paid out of the Cash Settlement Fund and shall be timely paid pursuant to the disbursement instructions to be set forth in the Escrow Agreement, and without further order of the Court. Any tax returns prepared for the Cash Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Cash Settlement Fund shall be paid out of the Cash Settlement Fund as provided herein. The Released UNH Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator with respect to the payment of Taxes.

44. This Settlement is not a claims-made settlement. As of the Effective Date, all rights of UNH in or to the Cash Settlement Fund shall be extinguished.

45. Prior to the Effective Date, no disbursements shall be made out of the Cash Settlement Fund except: (a) upon order of the Court; or (b) as provided in the Settlement. Prior to the Effective Date, the Escrow Agent may pay from the Cash Settlement Fund Administrative Expenses actually incurred and paid or payable, which shall not exceed \$75,000. If, prior to the Effective Date, Administrative Expenses exceed \$75,000, such additional amounts shall be paid only after approval by both Class Counsel and UNH's Counsel, which shall not be unreasonably withheld. After the Effective Date, the Escrow Agent may pay from the Cash Settlement Fund any additional, unpaid Administrative Expenses only after approval by both Class Counsel and UNH's Counsel. The Released UNH Parties are not responsible for, and shall not be liable for, any Administrative Expenses.

46. If the Effective Date does not occur, or if the Settlement is voided, terminated, or cancelled pursuant to the terms of the Settlement, the Settlement Class Representative and Class

Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with Paragraph 1(b). Any amounts remaining in the Cash Settlement Fund after payment of Administrative Expenses incurred in accordance with Paragraph 1(b), including all interest earned on the Cash Settlement Fund net of any Taxes, shall be returned to UNH. No other person or entity shall have any further claim whatsoever to such amounts.

47. The Net Settlement Fund will be distributed in the manner set forth in Paragraphs 4–8. The manner of distribution of the Net Settlement Fund, as described in Paragraphs 4–8, the treatment of Uncashed Settlement Checks, as described in Paragraph 8, and the identity of the Settlement Administrator, as described in Paragraph 1(ff), are not necessary terms of the Settlement, and it is not a condition of the Settlement that any particular manner of distribution of the Net Settlement Fund be approved by the Court. The Settlement Class Representative and Class Counsel may not cancel or terminate the Settlement based on the Court’s or any appellate court’s ruling with respect to the manner of distribution of the Net Settlement Fund or any other plan of distribution in this Action. Any order or proceeding relating to the manner of distribution of the Net Settlement Fund or any other plan of distribution in this Action, or any appeal from any such order, shall not operate to terminate or cancel the Settlement.

48. Payment pursuant to the Final Judgment shall be final and conclusive against all Settlement Class Members. All Settlement Class Members who have not opted out of the Settlement Class shall be bound by all terms of the Settlement, including the Final Judgment to be entered in this Action, and will be permanently barred and enjoined from bringing any action against the Released UNH Parties with respect to any and all of the Released Settlement Class Parties’ Claims.

49. No person or entity shall have any claim or cause of action against the Settlement

Class Representative, Class Counsel, the Settlement Administrator, or any other agent designated by Class Counsel arising from distributions made substantially in accordance with the Settlement, the manner of distribution of the Net Settlement Fund as approved by the Court, or any order of the Court.

50. The Released UNH Parties shall have no responsibility for, interest in, or liability whatsoever with respect to distribution of the Net Settlement Fund, the payment or withholding of Taxes, the Escrow Account, the Escrow Agent, the Settlement Administrator, Administrative Expenses, or any losses incurred in connection with the foregoing. No person, including the Settlement Class Representative, Settlement Class Members, and Class Counsel, shall have any claim of any kind against the Released UNH Parties with respect to the matters set forth in this paragraph.

**AWARDS FOR ATTORNEYS' FEES
AND SETTLEMENT CLASS REPRESENTATIVE**

51. Settlement Class Representative may seek, and the Court may award, reasonable case contribution Service Award to him for his service in the case and to the Settlement Class not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), which shall come from the Cash Settlement Fund. This shall be in addition to any Settlement Benefit that Settlement Class Representative may receive as Settlement Class Members. If the Court approves a request for a Service Award, the Settlement Administrator will distribute the Service Award to the Settlement Class Representative along with his Settlement Benefit no later than sixty (60) days after the Effective Date.

52. No later than fourteen (14) days prior to the Objection/Exclusion Deadline, Class Counsel will apply to the Court for a Fee Award to Class Counsel to be paid from (and out of) the Cash Settlement Fund and not to exceed Five Hundred Thousand Dollars and Zero Cents

(\$500,000.00). In addition to the Fee Award, Class Counsel also will apply to the Court for reimbursement of their Litigation Expenses, which may include a request for reimbursement of the Settlement Class Representative's costs and expenses directly related to their representation of the Settlement Class, to be paid from (and out of) the Cash Settlement Fund.

53. Any Fee Award and Litigation Expenses shall be paid to Class Counsel from out of the Cash Settlement Fund upon request after entry of an order by the Court awarding such Fee Award and Litigation Expenses. In the event that there is no Effective Date or the Settlement is terminated pursuant to the terms of the Settlement, Class Counsel shall repay to UNH the full amount of the Fee Award and Litigation Expenses paid to Class Counsel from the Cash Settlement Fund, including any accrued interest. In the event that the Fee Award or award of Litigation Expenses is vacated, modified, reversed, or rendered void as the result of any appeal, further proceedings on remand, or successful collateral attack, Class Counsel shall repay to the Cash Settlement Fund the amount of the Fee Award and/or Litigation Expenses reversed, vacated, or modified, including any accrued interest. Class Counsel shall make the appropriate refund or repayment in full no later than thirty (30) days after: (a) receiving from UNH's Counsel notice of the termination of the Settlement; or (b) any order reversing or modifying the Final Judgment, vacating the Final Judgment, or reducing or reversing the Fee Award or Litigation Expenses has become Final.

54. The granting by the Court of any Service Award, Fee Award, or Litigation Expenses is not a necessary term of the Settlement, and it is not a condition of the Settlement that any particular Service Award, Fee Award, or Litigation Expenses be approved by the Court. The Settlement Class Representative and Class Counsel may not cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Service Award, Fee Award, or Litigation Expenses. Any order or proceeding relating to any Service Award, Fee Award, or

Litigation Expenses, or any appeal from any such order, shall not operate to terminate or cancel the Settlement. However, distribution of all or a portion of the Cash Settlement Fund may be delayed in the event of an appeal concerning any Service Award, Fee Award or Litigation Expenses.

NO ADMISSION OF WRONGDOING

55. UNH denies any wrongdoing or culpability. Neither the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, is, may be construed as, or may be used as an admission by or against UNH of any fault, wrongdoing, or liability whatsoever.

56. Pursuant to Federal Rule of Evidence 408, entering into or carrying out the Settlement, the exhibits hereto, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession by UNH, and shall not be offered or received into evidence in any action or proceeding against the Released UNH Parties in any court or before any administrative agency or other tribunal for any purpose whatsoever, other than to enforce the provisions of the Settlement or the provisions of any related agreement or exhibit hereto.

**CONDITIONS OF SETTLEMENT AND EFFECT OF
DISAPPROVAL CANCELLATION, OR TERMINATION**

57. The Parties agree that, if the number of persons who properly execute and file a timely request for exclusion from the Settlement reaches four percent (4%) of the Potential Settlement Class Members, UNH has the unilateral right, in its sole discretion, to declare the Settlement void in its entirety upon notice to Class Counsel.

(a) Class Counsel shall promptly, and in any event not less than ten (10) days prior to the Final Approval Hearing, notify UNH's Counsel of all requests for exclusion submitted

by Potential Settlement Class Members and provide UNH's Counsel with copies of any such requests for exclusion.

(b) If UNH intends to exercise its unilateral right of termination set forth herein, written notice of such intent must be provided to Class Counsel at least seven (7) days prior to the Final Approval Hearing. Within five (5) days of such notice, Class Counsel and UNH's Counsel shall meet and confer concerning the potential termination of the Settlement.

(c) Following the meet and confer, and at least seven (7) days prior to the Final Approval Hearing, UNH shall provide Class Counsel with written notice that UNH is exercising its unilateral right of termination set forth herein. UNH may withdraw its termination by providing written notice of such withdrawal to Class Counsel no later than one (1) business day prior to the scheduled Final Approval Hearing.

(d) If UNH elects to terminate the Settlement in accordance with the terms set forth herein, the Settlement shall be deemed terminated and cancelled, and the provisions of Paragraph 58 shall apply.

58. If (i) UNH exercises its right to terminate the Settlement as provided in Paragraph 57; (ii) the Court disapproves the Settlement; or (iii) the Effective Date as to the Settlement otherwise fails to occur, then:

- (a) the Settlement shall be cancelled and terminated;
- (b) the terms and provisions of the Settlement shall have no further force and effect whatsoever;
- (c) Class Counsel shall repay to UNH any Fee Award and/or Litigation Expenses paid to Class Counsel from the Cash Settlement Fund, including any accrued interest, within thirty (30) days after: (1) receiving from

- UNH's Counsel notice of the termination of the Settlement; or (2) any order reversing or vacating the Final Judgment;
- (d) within ten (10) business days after written notice is sent by UNH or its counsel to the Escrow Agent and Class Counsel, the Escrow Agent shall cause the Cash Settlement Fund and all interest earned thereon (subject to the expiration of any time deposit not to exceed ninety (90) days) to be refunded to UNH, less any Administrative Expenses paid or incurred in accordance with the terms of the Settlement; and
- (e) the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of the Settlement, and they shall proceed in all respects as if the Settlement, its exhibits, and any related agreements or orders, had never been executed. In such event, the Parties jointly will seek to vacate any order entered or actions taken in connection with the Settlement.

MISCELLANEOUS PROVISIONS

59. The Settlement will be executed by UNH, UNH's Counsel, the Named Plaintiff, and Class Counsel. All counsel executing the Settlement represent and warrant that they are authorized and empowered to execute the Settlement on behalf of their clients, and that the signature of such counsel is intended to and does legally bind the clients of such counsel.

60. Class Counsel, on behalf of the Settlement Class, are authorized to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement to effectuate its terms. Class Counsel also are authorized to enter into any modifications or amendments to the Settlement on behalf of the Settlement Class which such counsel deem appropriate.

61. All of the exhibits attached hereto are hereby incorporated by this reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of the Settlement and the terms of any exhibit attached hereto, the terms of the Settlement shall prevail.

62. The Settlement may be amended or modified only by a written instrument signed by or on behalf of the Settlement Class Representative and UNH or their successors-in-interest, except to the extent that any modification would be inconsistent with any order by the Court.

63. The waiver by one Party of any breach of the Settlement by any other Party shall not be deemed a waiver, by that Party or by any other Party to the Settlement, of any other prior or subsequent breach of the Settlement.

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

65. The Settlement and its exhibits constitute the entire agreement among the Parties hereto, and no other agreements, representations, warranties, or inducements have been made to any Party concerning the Settlement or its exhibits other than those contained and memorialized in such documents.

66. The Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts. Signatures may be originals, or facsimile or pdf copies.

67. The Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties to the Settlement.

68. The construction, interpretation, operation, effect, and validity of the Settlement

and the exhibits hereto shall be governed by and interpreted according to the laws of the State of Connecticut, without regard to conflicts of laws, except to the extent federal law requires that federal law govern.

69. Any action arising under or to enforce the Settlement or any portion thereof, shall be commenced and maintained only in the United States District Court for the District of Connecticut.

70. The Parties and their counsel agree to use their best efforts, and to take all reasonable steps necessary, to obtain the entry of the Final Judgment, and to effectuate the Settlement. Any such actions taken by the Parties, and any actions taken by the Parties to comply with the Settlement, will be in accordance with federal, state, and/or local law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and associated regulations, 34 C.F.R. Part 99.

71. If any Party is required to give notice to another Party under the Settlement, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to the Settlement Class Representative or Class Counsel:

POULIN | WILLEY | ANASTOPOULO, LLC

Attn: Paul Doolittle

32 Ann Street

Charleston, SC 29403

Email: pauld@akimlawfirm.com

If to the University of New Haven:

SHIPMAN & GOODWIN LLP

Attn: Linda L. Yoder

One Constitution Plaza

Hartford, CT 06103

lyoder@goodwin.com

72. The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Settlement Class Representatives, and any other Settlement Class Members, against the Released UNH Parties with respect to the Released Settlement Class Parties' Claims. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect a Settlement that was reached voluntarily after (1) extensive negotiations through an extensive mediation process conducted by an experienced magistrate judge suggested by the Court and (2) consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

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**

By: Krystian Wnorowski
 Krystian Wnorowski

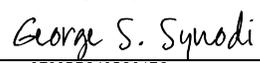
Dated: 04/21/23

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

By: 
 Paul Doolittle

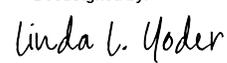
Dated: 4/21/2023

UNIVERSITY OF NEW HAVEN

DocuSigned by:
By: 
3F39B7C495C04FC...
 George S. Synodi
 Vice President for Finance & Administration

Dated: 4/21/2023

SHIPMAN & GOODWIN LLP
(Counsel for Defendant University of New Haven)

DocuSigned by:
By: 
2FABC4A137D74D6...
 Linda L. Yoder

Dated: 4/21/2023

EXHIBIT A

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

Krystian Wnorowski, on behalf of himself and others similarly situated v. University of New Haven,
Case No. 3:20-cv-1589 (D. Conn.)

ATTENTION: ALL UNIVERSITY OF NEW HAVEN (“UNH”) STUDENTS (OTHER THAN NON-MATRICULATED HIGH SCHOOL STUDENTS) WHO WERE ENROLLED IN ANY UNH COURSE AS OF MARCH 24, 2020.

The United States District Court for the District of Connecticut has authorized this notice. It is not a solicitation from a lawyer. You are not being sued. If you have received a notice of this lawsuit in the mail or by e-mail, you have been identified as a person who is or may be a member of the settlement class in this lawsuit, and the proposed settlement of this lawsuit, if approved, may affect your legal rights. You should read this notice carefully.

If you were a UNH student who was enrolled in any UNH course as of March 24, 2020 and were not a non-matriculated high school student and you do not opt out (as described below), you are part of the proposed settlement class (a “Settlement Class Member”) affected by this lawsuit.

The purpose of this notice is to inform you of a proposed Settlement relating to a class action lawsuit brought by Plaintiff, a student at UNH during the Spring 2020 semester, against UNH, on behalf of a putative class of students who were enrolled in any UNH course as of March 24, 2020. The case is captioned *Krystian Wnorowski, on behalf of himself and others similarly situated v. University of New Haven*, Case No. 3:20-cv-1589 (D. Conn.) (the “Action”).

In this Action, Plaintiff alleged that UNH breached a contract when it transitioned to remote learning and closed on-campus services in response to the COVID-19 pandemic. Plaintiff also alleged that these changes gave rise to claims of unjust enrichment. Plaintiff sought on behalf of himself and others similarly situated, a refund of a portion of his tuition and fees for the Spring 2020 semester. UNH denies all allegations of liability on any basis 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 Action and there has been no finding of liability in any court. Considering the interest of both UNH and its students in prompt resolution of the matter, UNH and Plaintiff have agreed that, to resolve this Action UNH will pay \$1,000,000 into a Cash Settlement Fund to be divided evenly among Settlement Class Members who do not opt out. UNH also will offer a one-time non-cash \$200 tuition credit to eligible Settlement Class Members, which credit will be used to reduce the tuition for enrollment in a UNH course commencing in September 2023 or later.

The terms of the agreement are set forth in the proposed Settlement that must be approved by the United States District Court for the District of Connecticut. This notice includes information about the proposed Settlement, a final approval hearing scheduled by the Court, and the process for being heard by the Court.

**SUMMARY OF THE OPTIONS AND THE LEGAL EFFECT OF
EACH OPTION FOR SETTLEMENT CLASS MEMBERS**

YOUR OPTIONS	INSTRUCTIONS	DUE DATE
<p style="text-align: center;">DO NOTHING AND AUTOMATICALLY RECEIVE A CASH PAYMENT AND THE OPTION OF GETTING AN ADDITIONAL NON-CASH TUITION CREDIT IF YOU ENROLL IN A UNH CLASS AND TELL UNH YOU WANT THE CREDIT</p>	<p>If you are Settlement Class Member and you do nothing, your payment from the Cash Settlement Fund will be sent automatically by first class U.S. Mail to your last known mailing address on file with the University Registrar. Settlement Class Members may visit the Settlement Website at _____ to (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. In addition, all Settlement Class Members who enroll in a UNH course commencing in September 2023 or later shall be eligible for a one-time, non-cash \$200 tuition credit. Upon notifying UNH’s Bursar’s Office of his or her eligibility for the credit by email at bursar@newhaven.edu, each eligible Settlement Class Member will receive the credit directly into his or her UNH student account.</p>	<p>See Answer 7.</p>
<p style="text-align: center;">EXCLUDE YOURSELF FROM THE PROPOSED SETTLEMENT</p>	<p>You can choose to “opt out” of the proposed Settlement. Opting out means that you choose not to participate in the proposed Settlement. It also means that you cannot object to the proposed Settlement (see below). If you opt out, you will not receive a payment and you will keep any individual claims you may have against UNH relating to the transition to remote learning in the Spring 2020 semester. For more detailed opt-out instructions, see Answer 11 below.</p>	<p>Postmarked no later than OPT-OUT DEADLINE</p>
<p style="text-align: center;">OBJECT TO THE PROPOSED SETTLEMENT</p>	<p>You can file an objection with the Court explaining why you believe the Court should reject the proposed Settlement. If your objection is overruled by the Court and the proposed Settlement is approved, then you would be included in the Settlement Class. If the Court agrees with your objection, then the proposed Settlement may not be approved. If you choose to object, you may not also opt out</p>	<p>Postmarked no later than OBJECTION DEADLINE</p>

	of the proposed Settlement, as only participating class members may object to a proposed Settlement. For more detailed objection instructions, see Answer 12 below.	
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These rights and options—and the deadlines to exercise them—along with the material terms of the proposed Settlement are explained further below in this notice.

BASIC INFORMATION

1. What is this lawsuit about?

The class action being settled is captioned *Krystian Wnorowski, on behalf of himself and others similarly situated v. University of New Haven*, Case No. 3:20-cv-1589 (D. Conn.) This case is a putative class action, meaning that the Settlement Class Representative—Krystian Wnorowski—brought this action as an individual acting on behalf of a putative class of all people who paid tuition and/or fees for the Spring 2020 semester at UNH. The Settlement Class Representative alleged claims for breach of contract and unjust enrichment based on UNH’s transition to remote learning in response to the COVID-19 pandemic. UNH denies all allegations of wrongdoing and there has been no finding of liability in any court. After substantial class discovery, class certification briefing, motion for summary judgment briefing, and substantial negotiations with the help of Honorable Magistrate Judge S. Dave Vatti, the Parties came to the proposed Settlement.

2. Why did I receive notice of this lawsuit?

If you received notice of this lawsuit, it is because UNH’s records indicate that you were enrolled in a UNH course as of March 24, 2020 and were not a non-matriculated high school student at that time. The Court directed that this notice be made available to all Potential Settlement Class Members because each member has a right to notice of the proposed Settlement and the options available to them before the Court decides whether to approve the proposed Settlement.

3. How do I know if I am part of the Settlement Class?

If you were a UNH student enrolled in a UNH course as of March 24, 2020 and were not a non-matriculated high school student at that time, then you potentially qualify as a Settlement Class Member.

4. Why did the Parties Settle?

In any lawsuit, there are risks and potential benefits that come with litigating as compared to settling. It is the Settlement Class Representative's and his lawyers' ("Class Counsel") job to identify when a proposed Settlement offer is sufficient and justifies settling the case instead of continuing to litigate. In a class action, class counsel determines when to recommend settling to the class representatives. The class representatives then have a duty to act in the best interests of the class as a whole when deciding whether to accept this recommendation. In this case, it is the belief of the Settlement Class Representative and Class Counsel that this proposed Settlement is in the best interest of all Settlement Class Members.

UNH denies the claims asserted and believes that its actions were proper and in accordance with the terms of its policies, agreements, and applicable law. UNH denies that its actions give rise to any claim by the Settlement Class Representative or any Settlement Class Members. However, given the benefit that current and former students will receive from a negotiated settlement, UNH considers it desirable to resolve the Action.

5. What must happen for the proposed Settlement to be approved?

The Court must decide that the proposed Settlement is fair, reasonable, and adequate before it will approve the proposed Settlement. At this time, the Court has already reviewed and decided to grant preliminary approval of the proposed Settlement, after which notice was disseminated to Potential Settlement Class Members. The Court will make a final decision regarding the proposed Settlement at a Final Approval Hearing, which is currently scheduled for [DATE]_____, 2023.

YOUR OPTIONS

6. What options do I have with respect to the proposed Settlement?

If you are a Potential Settlement Class Member, you have three options with respect to this proposed Settlement: (1) do nothing and be eligible to participate in the proposed Settlement and receive the Settlement Benefit allocated to you according to the terms of the proposed Settlement; (2) opt out of the proposed Settlement; or (3) participate in the proposed Settlement, but object to it. Each of these options is described further below.

7. What are the details and deadlines related to my options?

- a. If you do nothing, and the proposed Settlement is approved by the Court, you will be eligible to participate in the proposed Settlement and to receive the Settlement Benefit allocated to you according to the terms of the proposed Settlement.
 - If you are a Settlement Class Member, your payment from the Cash Settlement Fund will be sent automatically by first class U.S. Mail to your last known mailing address on file with the University Registrar. Settlement Class Members may visit the Settlement Website at _____ to (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or

PayPal instead of a paper check. These actions must be taken no later than sixty (60) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing currently scheduled for [DATE]. In addition, all Settlement Class Members who enroll in a UNH course commencing in September 2023 or later shall be eligible for a one-time, non-cash \$200 tuition credit. Upon notifying UNH's Bursar's Office of your eligibility for the credit by email at bursar@newhaven.edu, you will receive the credit directly into your UNH student account.

- b. If you would like to opt out or object to the proposed Settlement, your request must be postmarked no later than OPT-OUT DEADLINE.

8. How do I decide which option to choose?

If you would prefer not to participate in the proposed Settlement, then you may want to consider opting out. If you opt out, you will not receive a payment and you will keep any individual claims you may have against UNH relating to the transition to remote learning in the Spring 2020 semester.

If you believe the proposed Settlement is unreasonable, unfair, or inadequate and that the Court should reject the proposed Settlement, you may want to consider objecting to the proposed Settlement. The Court will decide if your objection is valid. If the Court agrees, then the proposed Settlement may not be approved. If your objection (or any other objection) is overruled, and the proposed Settlement is approved, then you will still receive a payment under the proposed Settlement and you will be bound by the proposed Settlement. Note that if you do not object to the proposed Settlement, and the proposed Settlement is later approved, you cannot appeal that approval order.

9. Do I have to do anything if I want to participate in the proposed Settlement?

If you are a Settlement Class Member, you are automatically entitled to a cash payment and your payment will be sent by first class U.S. Mail to your last known mailing address on file with the University Registrar—unless you visit the Settlement Website at _____ to (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These actions must be taken no later than sixty (60) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing currently scheduled for [DATE]. In addition, all Settlement Class Members who enroll in a UNH course commencing in September 2023 or later shall be eligible for a one-time, non-cash \$200 tuition credit. Upon notifying UNH's Bursar's Office of your eligibility for the credit by email at bursar@newhaven.edu, you will receive the credit directly into your UNH student account.

OPTING OUT OF THE PROPOSED SETTLEMENT

10. What happens if I opt out of the proposed Settlement?

If you opt out of the proposed Settlement, you will preserve any claims you may have against UNH related to UNH's transition to remote learning in the Spring 2020 semester. However, you will not be entitled to receive a payment from this proposed Settlement—assuming that the proposed Settlement is approved by the Court.

11. How do I opt out of the proposed Settlement?

To opt out of the proposed Settlement, you must send a written request to the Settlement Administrator at:

Wnorowski, et al. v. University of New Haven Settlement
c/o JND Legal Administration
P.O. Box 91398
Seattle, WA 98111

The request must:

- a. include a statement requesting to opt out of the Settlement Class;
- b. be personally signed by you;
- c. include your name, address, and either a telephone number or email address; and
- d. include the caption for the Action— *Krystian Wnorowski, on behalf of himself and others similarly situated v. University of New Haven*, Case No. 3:20-cv-1589 (D. Conn.)
- e. be postmarked no later than OPT-OUT DEADLINE.

A request to opt out of the proposed Settlement that does not meet the above requirements, or that is sent to an address other than that of the Settlement Administrator, will be invalid and the person sending the defective request will remain in the Settlement Class and, if the proposed Settlement is approved by the Court, will receive a payment, and will be bound by the proposed Settlement.

A request to opt out of the proposed Settlement must be done on an individual basis. A Potential Settlement Class Member cannot purport to opt others out of the proposed Settlement on a class or representative basis.

OBJECTING TO THE PROPOSED SETTLEMENT

12. How do I object to the proposed Settlement?

You can object to the proposed Settlement, or any part of it, so long as you do not opt out of the proposed Settlement, as only Settlement Class Members have the right to object to the proposed Settlement, including any attorneys’ fees sought by Class Counsel. To have your objection considered by the Court at the Final Approval Hearing, your objection must:

- a. include your name, address, and either a telephone number or email address; and state that you are a Settlement Class Member;
- b. be personally signed by you, the objecting Settlement Class Member;
- c. contain a statement that includes all objections, states whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and states the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); and
- d. state whether you wish to speak at the Final Approval Hearing, and whether you are represented by counsel.

Your objection and any accompanying papers must be filed with the Clerk of Court. If you are represented by counsel, the objection must be filed through the Court’s electronic case filing (ECF) system. All objections must also be mailed at the same time to Class Counsel, UNH’s Counsel, and the Settlement Administrator at the addresses below. All objections must be postmarked no later than OBJECTION DEADLINE.

Clerk of Court	Settlement Administrator	Class Counsel	UNH’s Counsel
Clerk of the Court United States District Court for the District of Connecticut Abraham Ribicoff Federal Building 450 Main Street Hartford, CT 06103	Wnorowski, et al. v. University of New Haven Settlement c/o JND Legal Administration P.O. Box 91398 Seattle, WA 98111	POULIN WILLEY ANASTOPOULO, LLC Attn: Paul Doolittle 32 Ann Street Charleston, SC 29403 Email: cmad@akimlawfirm.com	SHIPMAN & GOODWIN LLP Attn: Linda L. Yoder One Constitution Plaza Hartford, CT 06103 lyoder@goodwin.com

13. What happens if I object to the proposed Settlement?

If you object to the proposed Settlement, the Court will consider your objection at the Final Approval Hearing. If the Court sustains your objection, or the objection of any other Settlement Class Member, the proposed Settlement may not be approved. If you object, but the Court overrules your objection and any other objections and approves the proposed Settlement, then you will be bound by the proposed Settlement, and you may appeal the approval order to the extent that it overrules your objection.

14. What is the difference between objecting and opting out of the proposed Settlement?

Objecting to the proposed Settlement is telling the Court that you do not believe the proposed Settlement is fair, reasonable, and adequate for the Settlement Class, and asking the Court to reject it. If you object to the proposed Settlement and the proposed Settlement is ultimately approved, then you are entitled to a payment and will release any claims related to UNH's transition to remote learning and closure of on-campus services in the Spring 2020 semester. Opting out of the proposed Settlement, however, is telling the Court that you do not want to be a part of the proposed Settlement if it is approved, you do not want to receive a payment, and you will not release claims you might have against UNH that would otherwise have been released by participating in the proposed Settlement.

15. Can I opt out and object to the proposed Settlement?

No. To object to the proposed Settlement, you must participate in the proposed Settlement. Thus, you must choose between opting out or objecting to the proposed Settlement.

THE PROPOSED SETTLEMENT PAYMENT

16. How much is the cash portion of this proposed Settlement?

The Parties have agreed to a total Cash Settlement Fund of \$1,000,000.

As discussed in more detail below, attorneys' fees and costs, contribution awards for the Settlement Class Representative, and administrative fees, including the costs paid to a third-party Settlement Administrator, will be paid out of the Cash Settlement Fund. Thereafter, the remaining funds—the Net Settlement Fund—will be divided among all Settlement Class Members entitled to payments as outlined in the proposed Settlement and discussed further below in Answer 20.

17. How much of the Cash Settlement Fund will be used to pay for attorneys' fees and costs?

Class Counsel will request that the Court approve attorneys' fees of not more than \$500,000 the Cash Settlement Fund, and will request that Class Counsel be reimbursed for their out-of-pocket litigation costs incurred in litigating the Action. Class Counsel must submit their request to the Court by DEADLINE FOR MOTION FOR FEES, at which point the amount of the requested attorneys' fees, as well as Class Counsel's motion, will be published on the Settlement Website

at _____. The Court will then decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the Action, the amount of time spent on the case, the magnitude and complexity of the Action, the quality of the work, and the requested fee in relation to the outcome of the Action.

18. How much of the Cash Settlement Fund will be used to pay the Settlement Class Representatives?

Class Counsel will request that the Settlement Class Representative, Krystian Wnorowski, be paid an award in the amount of no more than \$10,000, in recognition for his work in connection with this case. The award must be approved by the Court.

19. How much of the Cash Settlement Fund will be used to pay administrative expenses?

A third-party Settlement Administrator was retained to provide notice and administer the payments to Settlement Class Members. The expenses of the Settlement Administrator are projected to not exceed \$75,000. In the event that such expenses exceed \$75,000, such additional amounts shall be paid only after approval by both Class Counsel and UNH's Counsel.

20. How much will my payment be?

The balance of the Cash Settlement Fund after paying administrative expenses, attorneys' fees and costs, and awards to the Settlement Class Representative, will be known as the Net Settlement Fund. The Net Settlement Fund will be divided equally so that each Settlement Class Member receives the same amount. If you qualify as a Settlement Class Member, and the proposed Settlement is approved, you will receive the Settlement Benefit. Should any students opt out of the proposed Settlement, the amount that would have been distributed to such Potential Settlement Class Member had they not filed an opt-out request will instead be distributed to Settlement Class Members, in equal amounts to each Settlement Class Member.

21. When will I receive my payment?

The Court will hold a Final Approval Hearing on HEARING DATE to consider whether the proposed Settlement should be approved. If the Court approves the proposed Settlement, then payments will be distributed within sixty (60) days of the date after which the proposed Settlement becomes final, as defined in the Settlement Agreement.

22. How do I get the non-cash tuition credit?

If you are a Settlement Class Member and you enroll in a UNH course commencing in September 2023 or later, you are eligible for the one-time, non-cash \$200 tuition credit. Upon notifying UNH's Bursar's Office of your eligibility for the credit by email at bursar@newhaven.edu, you will receive the credit directly into your UNH student account. 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.

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Final Approval Hearing on HEARING DATE at the United States District Court for the District of Connecticut, Abraham Ribicoff Federal Building, United States District Court, 450 Main Street, Hartford, CT 06103. At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If objections have been properly submitted, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs and the amount of the awards to the Settlement Class Representatives. The hearing will be public. The hearing may be virtual, in which case the instructions for viewing the hearing and participating will be posted on the Settlement Website at [_____](#). The date and time of the Final Approval Hearing may change without further notice. Please check the Settlement Website for updates.

24. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have properly submitted an objection, the Court will consider your objection regardless of whether you attend.

25. May I speak at the Final Approval Hearing?

If you are a Settlement Class Member, you may ask the Court for permission to speak at the Final Approval Hearing. If you are objecting and would like to speak at the Final Approval Hearing, you must state in your objection, as described in Answer 12 above, that you wish to be heard at the Final Approval Hearing.

THE LAWYERS REPRESENTING THE CLASS

26. Do I have a lawyer in this case?

The Court has ordered that Eric Poulin, Roy T. Willey, IV, Paul Doolittle, and Blake Abbott of Poulin | Willey | Anastopoulo, LLC, to serve as Class Counsel and will represent all Settlement Class Members in this matter.

27. Do I have to pay the lawyers bringing this suit on behalf of the Settlement Class?

No. Class Counsel will be paid directly from the Cash Settlement Fund, subject to the Court's approval.

28. Who determines what the attorneys' fees will be?

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for attorneys' fees, which shall not exceed \$500,000, plus their out-of-pocket litigation costs, and will specify the amount being sought. Class Counsel must submit its request to the Court by [DEADLINE FOR MOTION FOR FEES], at which point the amount of the requested attorneys' fees, as well as Class Counsel's motion, will be published on the Settlement Website at [_____](#). Settlement Class Members who would like to object to the amount of attorneys' fees sought by Class Counsel may do so by following the instructions described in Answer 12 above.

GETTING MORE INFORMATION

This notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed or obtained online at [_____](#). In the event of any inconsistency between the Settlement Agreement and this notice, the Settlement Agreement will govern.

For additional information about the proposed Settlement, you should contact the Settlement Administrator as follows:

Wnorowski, et al. v. University of New Haven Settlement
c/o JND Legal Administration
PO Box 91398
Seattle, WA 98111

Toll Free: 1-855-678-0559
Email: [_____](#)

For more information, you may also contact Class Counsel:

POULIN | WILLEY | ANASTOPOULO, LLC
Attn: Paul Doolittle
32 Ann Street
Charleston, SC 29403
(843) 310-6210
cmad@akimlawfirm.com

**PLEASE DO NOT CONTACT THE COURT OR UNH
CONCERNING THIS NOTICE OR THE PROPOSED SETTLEMENT.**

EXHIBIT B

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)

, 2023

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF THE SETTLEMENT,
DIRECTING NOTICE TO THE CLASS, SETTING A HEARING ON FINAL APPROVAL,
AND PROVISIONALLY CERTIFYING THE PROPOSED SETTLEMENT CLASS**

WHEREAS, Plaintiff Krystian Wnorowski (“Plaintiff” or “Named Plaintiff”), individually and as representative of the class defined below, and Defendant University of New Haven (“UNH” or the “University”) (Plaintiff together with UNH hereinafter collectively the “Parties”) have entered into a Settlement Agreement that was fully-executed on April 21, 2023, which if approved, would resolve this class action (“Action”);

WHEREAS, the Named Plaintiff has filed a motion for preliminary approval of the proposed settlement (“Settlement”) set forth in the Settlement Agreement, which UNH does not oppose, and the Court has reviewed and considered the motion, the supporting brief, the supporting declarations, the Settlement Agreement, and all exhibits thereto, including the proposed class notices (hereinafter the “Notices”), and finds there is sufficient basis for granting preliminary approval of the Settlement, directing that the Short Form Notice be disseminated to the class, and setting a hearing at which the Court will consider whether to grant final approval of the Settlement;

NOW, THEREFORE, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure,

upon the agreement of the Parties, and after consideration of the Settlement Agreement and its exhibits,

IT IS HEREBY ORDERED that:

1. Unless otherwise defined herein, defined terms used in this Order have the same meaning as defined in the Settlement Agreement.

2. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Settlement Agreement and the exhibits attached thereto, are preliminarily approved pending a Final Approval Hearing on the Settlement as provided herein.

3. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class Members set forth below. The Court further finds that the Settlement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class Members without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to be disseminated to the Settlement Class Members; (c) meets all applicable requirements of law; and (d) is not a finding or admission of liability by UNH or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

5. For purposes of the proposed Settlement only, the Court preliminarily finds and determines that the Action may proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and provisionally certifies the following Settlement Class:

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.

6. For purposes of the proposed Settlement only, the Court preliminarily finds and determines, pursuant to Rules 23(a) and 23(b) of the Federal Rules of Civil Procedure, as follows:

(a) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class, and those questions predominate over any individual questions; (c) the claims of Named Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Named Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for fairly and efficiently adjudicating the Action.

7. For purposes of the proposed Settlement only, the Court preliminarily appoints Named Plaintiff Krystian Wnorowski as Settlement Class Representative.

8. For purposes of the proposed Settlement only, the Court preliminarily appoints the law firm of Poulin | Willey | Anastopoulo, LLC, as Class Counsel to act on behalf of the Settlement Class and the Settlement Class Representative with respect to the Settlement. The Court preliminarily authorizes Class Counsel to enter into the Settlement on behalf of the Settlement Class Representative and the Settlement Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court of the Settlement.

9. The Court appoints the firm of JND Legal Administration as Settlement Administrator to administer the Notice procedure and distribute the Net Settlement Fund, under the supervision of Class Counsel.

10. Having reviewed the proposed Short Form Notice of Proposed Class Action Settlement and Hearing (“Short Form Notice”), and the proposed Long Form Notice of Proposed

Class Action Settlement and Hearing (“Long Form Notice”), submitted by the Parties as Exhibits A and C to the Settlement, the Court approves, as to form and content, such Notices.

11. Within fourteen (14) days after the entry of this Order, UNH shall produce to the Settlement Administrator a list from the University Registrar’s records that includes the names and last known email and postal addresses, to the extent available, belonging to all Potential Settlement Class Members.

12. Within thirty (30) days after the entry of this Order, the Settlement Administrator shall send, via email to persons listed on the Class List, the Short Form Notice substantially in the form submitted to the Court; and if an email address is not listed for a Potential Settlement Class Member on the Class List, such Short Form Notice shall be sent by the Settlement Administrator to the Potential Settlement Class Member’s last known mailing address via U.S. mail.

13. No later than fourteen (14) days after the entry of this Order, and before the issuance of the Short Form Notice, the Settlement Administrator shall establish the Settlement Website, which shall include, when available, in downloadable format, the following: (i) the Long Form Notice; (ii) the Preliminary Approval Order (when entered); (iii) the Settlement Agreement (including all of its exhibits); (iv) a Question and Answer section agreed to by the Parties anticipating and answering Settlement related questions from prospective class members; (v) contact information for the Settlement Administrator, including a Toll Free number, as well as Settlement Class Counsel; (vi) all preliminary and final approval motions filed by the Parties and any orders ruling on such motions; and (vii) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall allow Settlement Class Members to provide an updated mailing address to receive a paper check or to elect to receive their Settlement Benefit via Venmo or PayPal.

14. Prior to the Final Approval Hearing, in connection with the motion for final approval of the Settlement, Class Counsel shall serve and file a sworn statement from the Settlement

Administrator evidencing compliance with the provisions set forth above concerning the distribution of Notice to the Settlement Class.

15. No later than thirty (30) days following the entry of this Order, UNH shall cause the Short Form Notice to be published once in *The Charger Bulletin*, the student newspaper of UNH, or a publication with comparable reach.

16. No later than fifteen (15) days after the entry of this Order, and until the date the Final Judgment is entered, UNH shall provide a link to the Settlement Website at <https://www.newhaven.edu/>.

17. The Court finds and determines that (a) emailing or mailing the Short Form Notice, (b) publication of the Short Form Notice, (c) posting of the Long Form Notice on the Settlement Website, and (d) posting a link to the Settlement Website on UNH's website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the Notices to all persons entitled to receive such Notices, and fully satisfy the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws and rules.

18. Any person falling within the definition of the Potential Settlement Class may, upon request, be excluded or "opt-out" from the Settlement Class. No Potential Settlement Class Member may both opt-out of the Settlement and object to the Settlement; a Potential Settlement Class Member must decide whether to opt-out of the Settlement or to object.

19. Any person who desires to request exclusion from the Settlement Class must submit a written request for exclusion in the form and manner required by the Long Form Notice. Such written request for exclusion must be mailed to the Settlement Administrator such that it is postmarked no later than forty-five (45) days after the issuance of the Short Form Notice (the "Objection/Exclusion Deadline").

20. All persons who submit valid and timely written requests for exclusion as set forth in this Order and the Long Form Notice shall have no rights under the Settlement, shall not share in the distribution of the Settlement Fund, and shall not be bound by the Settlement or any Final Judgment entered in this Action.

21. Any motion for final approval of the Settlement and final certification of the Settlement Class for settlement purposes only, shall be filed by Class Counsel, in coordination with UNH's Counsel, no less than fourteen (14) days after the deadline for mailing objections and opt-outs.

22. No less than seventy-five (75) days following the issuance of the Short Form Notice, this Court will hold a hearing in the United States District Court for the District of Connecticut, Abraham Ribicoff Federal Building, 450 Main Street, Hartford, Connecticut 06103 at _____ on _____, 2023 ("Final Approval Hearing"), to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Settlement Class; (b) whether the proposed manner of distribution of the Net Settlement Fund and the Non-Cash Tuition Credit should be approved as fair, reasonable, and adequate to the Settlement Class; (c) whether to approve the application of Class Counsel for an award of Attorneys' Fees and Litigation Expenses; (d) whether to approve the payment of a case contribution Service Award to the Settlement Class Representative; (e) whether a Final Judgment should be entered; and (f) any other matters that may properly be brought before the Court in connection with the Settlement. The Final Approval Hearing is subject to continuation or adjournment by the Court without further notice to the Settlement Class. The Final Approval Hearing may be held in person, telephonically, or remotely via Zoom or other electronic platform without further notice. The Settlement Administrator shall post information about the Final Approval Hearing on the Settlement Website, and any interested persons should check the Settlement Website for any changes to the date of the Final Approval Hearing or the manner in which

it will be held.

23. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Settlement Class Member does not enter an appearance, they will be represented by Class Counsel.

24. Any Settlement Class Member may object to the Settlement, the manner of distribution of the Net Settlement Fund or Non-Cash Tuition Credit, the application for case contribution Service Award, the Fee Award, and/or the Litigation Expense Award, or may appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a Final Judgment should not be entered thereon, why the case contribution Service Award should not be approved, or why the Fee Award or Litigation Expense Award should not be approved. Any such objection must be in the form and manner required by the Long Form Notice.

25. No Settlement Class Member or other person will be heard on such matters unless they have postmarked no later than the Objection/Exclusion Deadline a written objection that: (a) states that the person objecting is a Settlement Class Member; (b) includes the name, address, email, and telephone number of the Settlement Class Member objecting; (c) is personally signed by the objecting Settlement Class Member; (d) contains a statement that includes all objections, states whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and states the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); (e) includes a statement of whether the objector intends to appear at the Final Approval Hearing, with or without counsel; and (f) is otherwise in the form and manner required by the Long Form Notice. Such written objections, briefs, papers, and statements must be filed with the Court, and copies must be delivered by mail, hand, or overnight delivery services at the same time to the following counsel:

Paul Doolittle
POULIN | WILLEY | ANASTOPOULO, LLC
32 Ann Street
Charleston, SC 29403

Class Counsel

Linda L. Yoder
SHIPMAN & GOODWIN LLP
One Constitution Plaza
Hartford, CT 06103

Counsel for UNH

26. If a Settlement Class Member objects to the Settlement and the Settlement is nonetheless approved by the Court, then the objecting Settlement Class Member is a member of the Settlement Class and will receive their share of the Net Settlement Fund.

27. If any Settlement Class Member does not make an objection in the form and manner set forth above and in the Long Form Notice, such Settlement Class Member shall be deemed to have waived any objections and shall be forever barred from raising such objections in this Action or any other action or proceeding, absent further order of the Court.

28. This Order shall constitute a “judicial order” within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. § 99.31(a)(9), sufficient to compel UNH to provide the “Class List” regarding Settlement Class Members (*i.e.*, directory information, as FERPA defines that term) to the Settlement Administrator in accordance with this Order.

29. Upon the Effective Date set forth in Paragraph 1(g) of the Settlement Agreement, the Releasing Settlement Class Parties shall have fully, finally, and forever released all Released Settlement Class Parties’ Claims against the Released UNH Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Settlement Class Parties’ Claims against

any of the Released UNH Parties; and the Releasing UNH Parties shall have fully, finally, and forever released all Released UNH Claims against the Released Settlement Class Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released UNH Claims against any of the Released Settlement Class Parties.

30. Upon the Effective Date set forth in Paragraph 1(g) of the Settlement Agreement, only persons who are Settlement Class members shall have rights in the distribution of the Cash Settlement Fund and Non-Cash Tuition Credit created by the Settlement, except as provided in the Settlement Agreement.

31. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant to the Settlement Agreement or further order of the Court.

32. The application for attorneys' fees and litigation expenses must be filed at least fourteen (14) days prior to the Objection/Exclusion Deadline.

Further Matters

33. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement.

34. Members of the Settlement Class shall be bound by all determinations and judgments concerning the Settlement and Final Judgment as to the same, whether favorable or unfavorable.

35. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement. The Court may approve the Settlement with such modifications as may be agreed by the Parties, if appropriate, without further Notice to the

Settlement Class.

Dated: _____

Hon. Michael P. Shea
United States District Judge

EXHIBIT C

Subject: NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY. If you were a University of New Haven (“UNH” or “University”) student enrolled in any UNH course as of March 24, 2020, and you were not a non-matriculated high school student at that time, you may be eligible to receive a payment as part of a proposed settlement of *Krystian Wnorowski, on behalf of himself and others similarly situated v. University of New Haven*, Case No. 3:20-cv-1589 (the “Action”).

In this Action, Plaintiff alleged that UNH breached a contract when it transitioned to remote learning and closed on-campus services in response to the COVID-19 pandemic. Plaintiff also alleged that these changes gave rise to claims of unjust enrichment. Plaintiff sought on behalf of himself and others similarly situated, a refund of a portion of his tuition and fees for the Spring 2020 semester. UNH denies all allegations of liability on any basis 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 Action and there has been no finding of liability in any court. Considering the interest of both UNH and its students in prompt resolution of the matter, UNH and Plaintiff have agreed that, to resolve this Action UNH will pay \$1,000,000 into a Cash Settlement Fund to be divided evenly among Settlement Class Members who do not opt out. UNH also will offer a one-time non-cash \$200 tuition credit to Settlement Class Members who enroll in a UNH course commencing in September 2023 or later.

Am I a Class Member?

If you were a UNH student enrolled in any UNH course as of March 24, 2020 and you were not a non-matriculated high school student at that time and you do not opt out (as described below), then **you are part of the proposed settlement class (a “Settlement Class Member”). If you are a Settlement Class Member, you do not have to do anything to participate in and receive the benefits of the proposed Settlement.**

How Do I Get a Payment from the Cash Settlement Fund?

If you are a Settlement Class Member, your payment will be sent automatically by first class U.S. Mail to your last known mailing address on file with the University Registrar. Settlement Class Members may visit the Settlement Website at _____ to (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These actions must be taken no later than sixty (60) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing currently scheduled for [DATE].

How Do I Get the Non-Cash Tuition Credit?

If you are a Settlement Class Member and you enroll in a UNH course commencing in September 2023 or later, you are eligible for the one-time, non-cash \$200 tuition credit. Upon notifying UNH’s Bursar’s Office of your eligibility for the credit by email at bursar@newhaven.edu, you will receive the credit directly into your UNH student account. 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.

By participating in the proposed Settlement, you release your right to bring any claim covered by the proposed Settlement, including bringing any claim related to UNH's transition to remote learning and closure of on-campus services in the Spring 2020 semester, or joining any other action against UNH related to UNH's transition to remote learning in the Spring 2020 semester.

What Are My Other Options?

If you do not want to participate in this proposed Settlement— meaning you do not want to receive the Settlement Benefit, and you do not want to be bound by any judgment entered in this case—you may exclude yourself by mailing a signed opt-out request to the Settlement Administrator, which must be postmarked no later than [OPT-OUT DATE]. If you instead want to object to this proposed Settlement because you think it is not fair, adequate, or reasonable, you may submit an objection, which also must be postmarked no later than [OBJECTION DATE]. Please follow the detailed instructions outlined in the Long Form Notice and the Settlement Agreement, which can both be found at _____, to properly opt-out from, or object to, the proposed Settlement.

What Happens Next?

The Court has preliminarily approved the proposed Settlement, but the distribution of payments will occur only if the Court grants final approval of the proposed Settlement. The Final Approval Hearing in this case is scheduled for [DATE]. At that hearing, the Court will consider whether to grant final approval of the proposed Settlement, and whether to approve payment from the Cash Settlement Fund of: (1) an award to the Settlement Class Representative for his service in this litigation; and (2) Class Counsel's requested attorneys' fees, which will not exceed \$500,000 and will be posted on the Settlement Website after [DEADLINE FOR MOTION FOR FEES], and reimbursement for litigation costs.

You are encouraged to review the Long Form Notice.

To review the Long Form Notice, review other important documents, including the Settlement Agreement, and obtain more information about the proposed Settlement, please visit _____.

If you have any questions, you can contact Class Counsel: Paul Doolittle at Poulin | Willey | Anastopoulo, LLC, (843) 310-6210 or by emailing cmad@akimlawfirm.com.

You can also contact the Settlement Administrator, JND Legal Administration, by calling toll-free 1-855-678-0559, or by emailing _____.

EXHIBIT D

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)

_____, 2023

PROPOSED 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 (the “Settlement”);

WHEREAS, on _____, 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 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; (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 _____ at _____ 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”); 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 Agreement and all terms used in the Order have the same meanings as set forth in the Settlement 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 into, 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. 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 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. 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 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 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 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.

10. Class Counsel are awarded attorneys' fees in the amount of \$500,000 and reimbursement of litigation expenses in the amount of \$9678.44 with such amounts to be paid from out of the Settlement Fund in accordance with the terms of the Settlement. In addition, Administrative Expenses, which shall not exceed \$75,000, are to be paid out of the Settlement Fund to JND Legal Administration to perform its responsibilities as the Settlement Administrator, in accordance with the terms of the Settlement.

11. Settlement Class Representative is awarded a case contribution award in the amount of \$10,000, such amount 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.

Dated: _____

The Hon. Michael P. Shea
United States District Judge

EXHIBIT 2

**UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND**

HYUN CHOI, ANNA HOUSE, and AMY PHAM,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

BROWN UNIVERSITY,

Defendant.

No. 1:20-cv-00191-JJM-LDA

Chief Judge John J. McConnell, Jr.

Magistrate Judge Lincoln D. Almond

ORDER

WHEREAS, a class action is pending before the Court entitled *Choi, et al. v. Brown University*, Case No. 1:20-cv-00191-JJM-LDA; and

WHEREAS, Plaintiffs Hyun Choi, Anna House, and Amy Pham and Defendant Brown University (together, the “Parties”) 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”), and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the parties, good cause being shown, and the Court being fully advised in the premises,

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

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

2. The Plaintiffs have moved the Court for an order preliminarily approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice, and the Court having read and considered the Settlement Agreement and having heard the parties and being fully advised in the premises, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in paragraph 5 of this Order.

3. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class set forth below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law; and (d) is not a finding or admission of liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

I. FINAL APPROVAL HEARING

5. The Final Approval Hearing shall be held before this Court on **January 10, 2023 at 10:00 am ET** via Zoom at the United States District Court for the District of Rhode Island, 1

Exchange Terrace, Providence, Rhode Island 02903, to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees, costs, and expenses to Class Counsel; and (d) whether to approve the payment of service awards to the Class Representatives. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class, and it will be conducted by remote means utilizing the following information:

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1605524441>

Meeting ID: 160 552 4441

Passcode: 966391

One tap mobile

+16692545252,,1605524441#,,,,*966391# US (San Jose)

+16468287666,,1605524441#,,,,*966391# US (New York)

Dial by your location

+1 669 254 5252 US (San Jose)

+1 646 828 7666 US (New York)

833 568 8864 US Toll-free

Meeting ID: 160 552 4441

Passcode: 966391

Find your local number: <https://www.zoomgov.com/u/adBjQU3NT3>

Join by SIP

1605524441@sip.zoomgov.com

Join by H.323

[161.199.138.10](tel:161.199.138.10) (US West)

[161.199.136.10](tel:161.199.136.10) (US East)

Meeting ID: 160 552 4441

Passcode: 966391

6. Class Counsel shall file papers in support of their Fee Award and Class Representatives' Service Awards (collectively, the "Fee Petition") with the Court on or before **November 29, 2022**. Defendant may, but is not required to, file a response to Class Counsel's Fee Petition with the Court on or before **December 13, 2022**. Class Counsel may file a reply in support of their Fee Petition with the Court on or before **December 27, 2022**.

7. Papers in support of final approval of the Settlement Agreement and any supplementation to the Fee Petition shall be filed with the Court on or before **December 27, 2022**.

II. CERTIFICATION OF THE SETTLEMENT CLASS

8. For purposes of settlement only: (a) Hagens Berman Sobol Shapiro LLP are appointed Class Counsel for the Settlement Class; and (b) Hyun Choi, Anna House, and Amy Pham are named Class Representatives. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiffs will adequately protect the interests of the Settlement Class defined below.

9. For purposes of settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

All students who were enrolled at Brown University for the Spring 2020 Semester as of March 6, 2020.

10. The Court finds, subject to the Final Approval Hearing referred to in Paragraph 5, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and for the purposes of settlement only, that the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23, specifically, that: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the

Settlement Class; the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; the Class Representatives and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; common questions of law or fact predominate over questions affecting individual members; and a class action is a superior method for fairly and efficiently adjudicating the Action.

11. If the Settlement Agreement does not receive the Court's final approval, or if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of class certification shall be vacated, and the Class Representatives will once again bear the burden of establishing the propriety of class certification. In such case, neither the certification of the Settlement Class for settlement purposes, nor any other act relating to the negotiation or execution of the Settlement Agreement shall be considered as a factor in connection with any class certification issue(s).

III. NOTICE AND ADMINISTRATION

12. The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibit A thereto (the "Notice Form"). The Notice Plan shall be commenced by **September 22, 2022** as outlined in Section 6 of the Settlement Agreement. The Court finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of Fed. R. Civ. P. 23. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the settlement and to

exclude themselves from the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement, may revise the Notice Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

13. The Court approves the request for the appointment of the Angeion Group as Settlement Administrator of the Settlement Agreement and Huntington Bank as the Escrow Agent.

14. Pursuant to Sections 6 and 9 of the Settlement Agreement, the Settlement Administrator is directed to publish the Notice Form on the Settlement Website and to send direct notice via email (or if necessary via U.S. Mail), in accordance with the Notice Plan called for by the Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website to provide full information about the Settlement.

15. This Order shall constitute a “judicial order” within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. § 99.31(a)(9), sufficient to compel Brown University to provide the “Class List” regarding Settlement Class Members (i.e., directory information, as FERPA defines that term) to the Settlement Administrator, with a copy to Class Counsel, in accordance with the Settlement Agreement. The Court further rules that the Notice Plan outlined in Section 6 of the Settlement Agreement and the Notice Form constitute a reasonable effort to notify eligible students (or their parents) of this order sufficiently in advance of disclosure to allow the student (or parent) an opportunity to seek protective action, including filing a motion to quash with this Court.

16. Within ten (10) days following the filing of the Settlement Agreement with the Court, Defendant shall serve upon the appropriate State official of each State in which a Class

Member resides and the Attorney General of the United States a notice of the proposed Settlement in compliance with the requirements of CAFA.

IV. REQUESTS FOR EXCLUSION FROM CLASS

17. The Court orders the Option/Exclusion deadline to be set as **December 13, 2022** (the “Option/Exclusion Deadline”).

18. Any person falling within the definition of the Settlement Class may, upon valid and timely request, exclude themselves or “opt out” from the Class. Any such person may do so if, on or before the Objection/Exclusion Deadline, they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

19. Any members of the Settlement Class who elect to exclude themselves or “opt out” of the Settlement Agreement must file a written request with the Settlement Administrator, received or postmarked no later than the Objection/Exclusion Deadline. The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement and Notice and include the Settlement Class member’s name and address, a signature, the name and number of the case, and a statement that they wish to be excluded from the Settlement Class for the purposes of this Settlement. Each request for exclusion must be submitted individually. So called “mass” or “class” opt-outs shall not be allowed.

20. Individuals who opt out of the Class relinquish all rights to benefits under the Settlement Agreement and will not release their claims. However, members of the Settlement Class who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Settlement Agreement and the Final Judgment, regardless of whether they have requested exclusion from the Settlement Agreement.

V. APPEARANCES AND OBJECTIONS

21. At least 21 calendar days before the Final Approval Hearing, any person who falls within the definition of the Settlement Class and who does not request exclusion from the Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel.

22. Any members of the Settlement Class who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to a Final Judgment being entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys' fees and expense reimbursement sought by Class Counsel in the amounts specified in the Notice, or to the award to the Class Representatives as set forth in the Notice and Settlement Agreement. On or before **November 29, 2022**, papers supporting the Fee Award shall be filed with the Court and posted to the settlement website. Members of the Class may object on their own, or may do so through separate counsel at their own expense.

23. To object, members of the Class must sign and file a written objection no later than on or before the Objection/Exclusion Deadline. To be valid, the objection must comply with the objection procedures set forth in the Settlement Agreement and Notice. Specifically, the objection must contain a caption or title that identifies it as "Objection to Class Settlement in *Choi, et al. v. Brown University*," contact and address information for the objecting Settlement Class Member, documents sufficient to establish the person's standing as a Settlement Class Member (such as, for example, the person's Brown University Spring 2020 tuition and/or fee invoice), the facts supporting the objection, and the legal grounds on which the objection is

based, the name and contact information of any and all attorneys representing, advising, or in any way assisting him or her in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Attorneys”), and a statement indicating whether they intend to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with United States District Court for the District of Rhode Island’s Local Rules). 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. Class Counsel and Defendant’s Counsel may petition the Court for discovery of any objector to determine whether the objector has standing as a Settlement Class Member.

24. Members of the Class who fail to file and serve timely written objections in compliance with the requirements of this paragraph and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the subjects listed in paragraph 5, above, *i.e.* (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorney’s fees and expenses to Class Counsel; and (d) whether to approve the payment of an incentive award to the Class Representatives.

25. To be valid, objections by persons represented by counsel must be filed electronically on the docket. *Pro se* objectors may mail their objections to the Court, Chief Judge John J. McConnell, Jr., U.S. District Court for the District of Rhode Island, 1 Exchange Terrace, Providence, RI 02903, with a copy also sent to Class Counsel (Steve W. Berman, Daniel Kurowski, and Whitney Siehl, Hagens Berman Sobol Shapiro LLP, 455 N. Cityfront Plaza Drive, Suite 2410, Chicago, IL 60611); and Defendant's Counsel (Amanda M. MacDonald, Williams & Connolly LLP, 680 Maine Avenue SW, Washington, DC 20024).

VI. FURTHER MATTERS

26. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

27. Members of the Settlement Class shall be bound by all determinations and judgments concerning the Settlement Agreement and Final Approval of same, whether favorable or unfavorable.

28. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement Agreement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

29. Any Settlement Class Member who does not timely and validly request exclusion from the Class pursuant to Paragraphs 16–18 hereto: (a) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the Final Judgment, and the Releases provided for therein, whether favorable or unfavorable to the Class; and (b) shall forever be barred and

enjoined from directly or indirectly filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of the Released Claims against any of the Defendant and the other Released Parties, as more fully described in the Settlement Agreement.

30. Pursuant to this Order:

- a. The Notice Plan shall be commenced by **September 22, 2022** as outlined in Section 6 of the Settlement Agreement;
- b. Class Counsel shall file papers in support of their Fee Award and Class Representatives' Service Awards (collectively, the "Fee Petition") with the Court on or before **November 29, 2022**. Defendant may, but is not required to, file a response to Class Counsel's Fee Petition with the Court on or before **December 13, 2022**. Class Counsel may file a reply in support of their Fee Petition with the Court on or **December 27, 2022**;
- c. Requests for Exclusion shall be submitted in accordance with Section IV of this Order and as outlined in Section 8 of the Settlement Agreement on or before **December 13, 2022**;
- d. Objections shall be filed in accordance with Section V of this Order and as outlined in Section 7 of the Settlement Agreement on or before **December 13, 2022**;
- e. Papers in support of final approval of the Settlement Agreement and any supplementation to the Fee Petition shall be filed with the Court on or before **December 27, 2022**;
- f. The Final Approval Hearing shall be held before this Court on January 10, 2023 at 10:00 am ET at the U.S. District Court for the District of Rhode Island, 1 Exchange Terrace, Providence, RI 02903 and will be conducted by remote means utilizing the following information:

Join ZoomGov Meeting

<https://www.zoomgov.com/j/1605524441>

Meeting ID: 160 552 4441

Passcode: 966391

One tap mobile
+16692545252,,1605524441#,,,,*966391# US (San Jose)
+16468287666,,1605524441#,,,,*966391# US (New York)

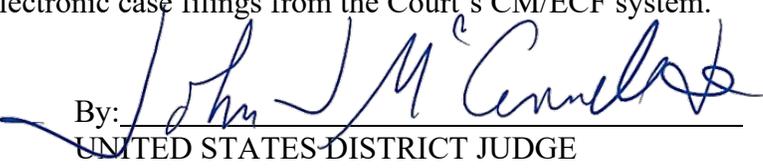
Dial by your location
+1 669 254 5252 US (San Jose)
+1 646 828 7666 US (New York)
833 568 8864 US Toll-free
Meeting ID: 160 552 4441
Passcode: 966391
Find your local number: <https://www.zoomgov.com/join/1605524441>

Join by SIP
1605524441@sip.zoomgov.com

Join by H.323
[161.199.138.10](tel:161.199.138.10) (US West)
[161.199.136.10](tel:161.199.136.10) (US East)
Meeting ID: 160 552 4441
Passcode: 966391

IT IS SO ORDERED, this 2nd day of September, 2022.

IT IS FURTHER ORDERED that a copy of this Order shall be served upon all counsel registered to received notifications of electronic case filings from the Court's CM/ECF system.

By: 
UNITED STATES DISTRICT JUDGE

DATE: September 6, 2022

EXHIBIT 3

Spring 2020 as of 3.24.2020		
Undergraduate		
	Traditional	4,510
	Fully Online	13
	Total	4,523
Graduate		
	Traditional	1,624
	Fully Online	281
	Total	1,905
All Students		
	Traditional	6,134
	Fully Online	294
	Total	6,428

EXHIBIT 4

Firm Statement Relevant to This Litigation

Poulin | Willey | Anastopoulos filed the first wave of university tuition and fee refund litigation in the nation, with the first cases being filed in early April 2020, just as announcements came from universities about their refusal to rebate or refund any money back to student consumers. Commensurate with its 25-year track record of only taking on litigation its attorneys truly believe in, Poulin | Willey | Anastopoulos is highly selective in its class and mass tort-based litigation. Currently, Poulin | Willey | Anastopoulos has more than 30 putative class action college and university tuition and fee refund cases pending in at least 15 different states. This is not just another group of cases in a portfolio for Poulin | Willey | Anastopoulos; this is a national cause to ensure that our college and university students are treated fairly and not taken advantage of.

Poulin | Willey | Anastopoulos does not hope simply to push these cases towards a quick settlement, but will prosecute the actions on behalf of the students as if they are going to trial, and will be prepared to take them to trial if resolution is not proposed on fair terms to the student consumers. This case will get specialized attention, and be fully funded. No stone will be left unturned.

Statement of Firm Resources

In 2020 alone, the Poulin | Willey | Anastopoulos recovered over \$60,000,000 on behalf of its clients. The Poulin | Willey | Anastopoulos employs over 100 dedicated legal professionals, including 25+ attorneys. In addition, the Poulin | Willey | Anastopoulos is among the remaining few firms nationally that regularly tries cases to verdict. For this purpose, the Firm employs four full time investigators, and maintains an internal focus

group and mock trial program that allow it to test and develop theories and case strategies from the outset.

Notably, Poulin | Willey | Anastopoulo recovered \$12,500,000 on behalf of student consumers in *In Re Columbia University Tuition Refund Litigation*, 1:20-cv-03208-JMF (S.D.N.Y.). To date, this believed to be the largest per student settlement in Covid-19 tuition and fee refund litigation.

Poulin | Willey | Anastopoulo has assembled an in-house team of five lawyers who are working exclusively on Covid-19 tuition and fee refund litigation, and has set aside the resources necessary to grow this team as needed. Collectively, the team has already invested over 58,000 hours on research, drafting, and filings specific to the tuition refund litigation nationwide.

The Poulin | Willey | Anastopoulo is committed to self-funding all of its cases on behalf of its clients. Poulin | Willey | Anastopoulo is willing to commit whatever resources are necessary to adequately represent the Class in this matter.

Relevant Leadership Appointments

The leadership team representing Poulin | Willey | Anastopoulo in this action has already been appointed Interim Lead or Co-Lead Counsel in the *In Re Columbia University Tuition Refund Litigation*, 1:20-cv-03208-JMF (S.D.N.Y.); *Montesano v. Catholic University of America*, 1:20-cv-01496 (D.D.C.); *Qureshi v. American University*, 1:20-cv-01141-CRC (D.D.C.), *Faber v. Cornell University*, 3:20-cv-00467-MAD (N.D.N.Y.); *Bergeron v. Rochester Institute of Technology*, 6:20-cv-06283-CJS (W.D.N.Y.); *In re: University of Miami COVID-19 Tuition and Fee Refund Litigation*, 20-60851-AHS (S.D. Fla.); and *Ford v. Rensselaer Polytechnic Institute*, Case No. 20-cv-00470 (N.D.N.Y.).

Relevant Representative Cases

Date Filed	University / College	Case	Court Pending	Case No.
4/8/2020	Drexel University	<i>Rickenbaker et al. v. Drexel University</i>	Settled	20-cv-03353
4/8/2020	University of Miami	<i>In re: University of Miami Covid-19 Tuition and Fee Litigation</i>	Eleventh Circuit of Appeals	23-10299
4/23/2020	Pace University	<i>Elizabeth Tapinekis v. Pace University</i>	Second Circuit Court of Appeals; Supreme Court of the State of New York	22-1058; Index No. 652902/2022
4/23/2020	Manhattan College	<i>Czigany Beck v. Manhattan College</i>	Southern District of New York	20-cv-03229
4/25/2020	Cornell University	<i>Faber v. Cornell University</i>	Settled	20-cv-00467
4/25/2020	Rensselaer Polytechnic Institute	<i>Morgan Ford v. Rensselaer Polytechnic Institute</i>	Northern District of New York	20-cv-00470
4/29/2020	Boston University	<i>In Re: Boston University COVID-19 Refund Litigation</i>	District of Massachusetts	20-cv-10827
4/30/2020	University of Pennsylvania	<i>Smith et al. v. University of Pennsylvania</i>	Settled	20-cv-02086
5/1/2020	American University	<i>Qureshi v. American University</i>	District Court for the District of Columbia	20-cv-01141
5/1/2020	Rochester Institute of Technology	<i>Nicholas Bergeron v. Rochester Institute of Technology</i>	Western District of New York	20-cv-06283
5/5/2020	Pennsylvania College of Technology	<i>Michael James Lawson, Jr. and Tara Lawson v. Pennsylvania College of Technology</i>	Court of Common Pleas – Lycoming County	21-1134
5/5/2020	Temple University	<i>Ryan v. Temple University</i>	Third Circuit Court of Appeals	21-2016

5/6/2020	Indiana University	<i>Justin Spiegel v. The Trustees of Indiana University</i>	Monroe Circuit Court	79C01-2005-PL-000059
5/14/2020	University of Rhode Island	<i>Thomson v. Board of Trustees of the University of Rhode Island</i>	District of RI	1:20-cv-00295
5/15/2020	University of Massachusetts	<i>Spencer Holmes and Student B v. University of Massachusetts</i>	Superior Court - Suffolk County	2084-cv-01025
5/20/2020	Purdue University	<i>Elijah Seslar v. The Trustees of Purdue University</i>	Tippecanoe Circuit Court	79D02-2005-PL-000059
5/20/2020	Illinois Institute of Technology	<i>Omar Hernandez v. Illinois Institute of Technology</i>	Seventh Circuit Court of Appeals	22-1741
5/21/2020	Suffolk University	<i>Julia Durbeck v. Suffolk University</i>	First Circuit Court of Appeals	1:20-cv-10985
5/29/2020	Brandeis University	<i>Alan Thomas Omori v. Brandeis University</i>	District of Massachusetts - Boston	1:20-cv-11021
6/5/2020	Baylor University	<i>Allison King v. Baylor University</i>	Fifth Circuit Court of Appeals Reversed and Remanded	6:20-cv-00504
6/9/2020	University of Nevada	<i>Kelsie Ballas v. State of Nevada et al.</i>	Nevada District Court	CV20-00922
6/11/2020	The Catholic University of America	<i>Montesano v. The Catholic University of America</i>	District Court for the District of Columbia	1:20-cv-01496
6/16/2020	Louisiana State University	<i>Michael Miazza v. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College</i>	19 th Judicial District Court – East Baton Rouge Parish, Louisiana	C-69691824
7/21/2020	St. John's University	<i>Brian Gallagher v. St. John's University</i>	Eastern District of New York	1:20-cv-3274
7/29/2020	University of Pittsburgh	<i>Hickey et al. v. University of Pittsburgh</i>	Third Circuit Court of Appeals	21-02013

8/31/2020	Long Island University	<i>Moore v. Long Island University</i>	Second Circuit Court of Appeals	22-393
10/22/2020	University of New Haven	<i>Wnorowski v. University of New Haven</i>	Connecticut District Court	3:20-cv-01589
12/14/2020	University of Delaware	<i>Russo v. University of Delaware</i>	Delaware District Court	1:20-cv-01693
1/12/2021	Manhattanville College	<i>Laudati v. Manhattanville College</i>	Southern District of New York	7:21-cv-00272
3/9/2021	Touro College and University System	<i>Yodice v. Touro College and University System</i>	Second Circuit Court of Appeals	21-2986

Other Class and Mass Action Experience

The Firm's founding member, Akim Anastopoulos, has been representing Plaintiffs for the majority of his over 30 years of practice, and has extensive experience in mass and class actions.

Poulin | Willey | Anastopoulos represented over 500 potential claimants in the *In Re: Vioxx Products Liability Litigation*, 2:05-md-01657-EEF-DEK. Likewise, the Firm represented over 1,000 claimants in the *In Re Baycol Prods.. Liab.. Litig.*, MDL No. 1431, Case No. 02-0160 (MJD/SRN) and State Actions Consolidated Under THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT Master File No.: 2002-CP-43-1041, where Mr. Anastopoulos served as lead counsel on two state bellwether cases.

Mr. Anastopoulos also served as joint lead counsel on multiple state cases that were eventually consolidated to a state class action regarding *In Re OxyContin Products Liability Class Action*, and served as sole lead counsel in South Carolina's first opioid state action, *Ken Love, et al Civil Action No.: O1-CP-38-1059 (SC) vs. Purdue Pharma A, L.P, et. al.*

Mr. Anastopoulo also served on the Daubert Submissions committee for the Thimerosal Litigation MDL and represented hundreds of individual clients in *In Re Diet Drugs (Phentermine, Fenfluramine, Dexfenfluramine) Prods. Liab. Litig.*, 2000 U.S. Dist. LEXIS 12275, *47-48 (D. Pa. 2000).

Mr. Anastopoulo is not alone, Mr. Roy Willey's experience in mass and class actions has also been recognized in his appointment to the Leadership Steering Committees in *In re: January 2021 Short Squeeze Tradition Litigation*, 1:21-md-02989 (S.D. Fla), and *In Re: Recalled Abbott Instant Formula Products Liability Litigation*, 1:22-cv-04148 (N.D. Ill). Most recently, Poulin | Willey | Anastopoulo was appointed Co-Lead Counsel in *Day v. GEICO Casualty Company et al*, 5:21-cv-02103 (N.D. Cal.). Mr. Doolittle, Direct of the firm's Class and Mass Action Division, was recently recognized in his appointment of class counsel in *Smith v. Univ. of Pa.*, 2:20-cv-02086 (E.D. Pa.)

Poulin | Willey | Anastopoulo's Roster of Attorneys

The leadership team representing Poulin | Willey | Anastopoulo in this action leads the nation's trial bar in areas as diverse as insurance contract law and professional negligence, having recovered over \$58 million for clients in the last year alone. The team also serves in various national, state, and local leadership positions in an effort to give back to their communities.

Recognized among *America's Top 100 High Stakes Litigators*, by *Super Lawyers* and receiving top verdicts year after year in their respective jurisdictions, the attorneys of Poulin | Willey | Anastopoulo are respected legal advocates who are known for aggressive

and compassionate representation and who leave no stone unturned on behalf of their clients.



Eric M. Poulin

Email: Eric@akimlawfirm.com

Education

Presbyterian College, B.S.

Charleston School of Law, J.D., *magna cum laude*

Eric has tried multiple cases to verdict, resulting in over \$60,000,000 in single event personal injury jury verdicts. Licensed in California, Georgia, North Carolina, and South Carolina, together with many Federal District Courts, Eric has litigated hundreds or thousands of cases through settlement or verdict and has recovered over \$100,000,000 for his clients over the course of his career. Eric has also handled appellate cases in the South Carolina Court of Appeals, the South Carolina Supreme Court, and the 4th Circuit Court of Appeals.

In 2016, Eric was tapped by the South Carolina Supreme Court to record a video CLE on insurance law as part of the State Bar's "Essentials" series that is required viewing for all new admittees to the Bar.

Eric is a member of the South Carolina Association of Justice and the American Association of Justice. Eric has been featured in South Carolina Lawyers Weekly's yearly top 10 verdicts and settlements profile for 3 of the last 4 years. In 2014, Eric was featured in the U.S. Verdicts' "Top 100" national verdicts report. Eric is a Super Lawyers' Rising Star, a National Trial Lawyers' Top 40 Under 40 recipient, and two-time National Academy of Professional Injury Attorneys' Top 10 Under 40 recipient.

Eric is also a leading innovator and strong advocate for utilizing technology to further the practice of law and better represent his clients. Eric has written and lectured on the topic of utilizing technology at trial to present stronger cases to juries and has led his Law Firm's push to "go digital." This has resulted in increased efficiency across the board, lower costs, and better results for clients.

Bar Admissions

- State Bar of California
- State Bar of Georgia
- State Bar of North Carolina
- State Bar of South Carolina

- District of South Carolina
- Eastern District of North Carolina
- Middle District of North Carolina
- Western District of North Carolina
- Central District of California
- Northern District of California
- Northern District of New York
- District of Colorado
- Northern District of Illinois General Bar
- Western District of Texas
(List Not Inclusive of *Pro Hac Vice* Admissions)

- 2nd Circuit Court of Appeals
- 4th Circuit Court of Appeals
- 8th Circuit Court of Appeals
- 11th Circuit Court of Appeals

Practice Areas

- Complex Litigation
- Appellate Litigation
- Class Action Litigation
- Commercial Litigation
- Products Liability Litigation
- Mass Tort Litigation
- Bad Faith Insurance Litigation
- Wrongful Death Litigation

Cases Pending in MDL

- Incretin Mimetics MDL (Southern District of California)
- Xarelto MDL (Eastern District of Louisiana)
- Talcum Powder MDL (District of New Jersey)
- Roundup MDL (Northern District of California)

Selected Professional Awards & Recognition

2014	TOP 100 U.S. VERDICTS
2016-18	SC LAWYERS WEEKLY - TOP 10 JURY VERDICTS / SETTLEMENTS
2017	SC LAWYERS WEEKLY - MOST IMPORTANT COURT OPINIONS
2016-17	NAT'L ACADEMY OF PERSONAL INJURY ATTYS TOP 10 UNDER 40
2019	NAT'L TRIAL LAWYERS TOP 40 UNDER 40
2018-20	SUPER LAWYERS RISING STAR

Presentations and Professional Education Programs

December 2017 Advanced Trial Tactics

December 2016 Advanced Trial Tactics

Eric is most proud of the results he has garnered for his clients, including several significant seven-figure jury verdicts, more than \$60,000,000.00 in single event personal injury jury verdicts, and more than \$100,000,000.00 recovered for clients.



Roy T. Willey IV

Email: Roy@akimlawfirm.com

Education

Harvard College, B.A.

Charleston School of Law, J.D., *cum laude*

Roy has been named among America's Top 100 High Stakes Litigators, a Super Lawyers Rising Star, and in the National Top 10 Under 40, and he is well known for his community and professional involvement. He has **achieved record results for his clients** and is **fond of encouraging all at the firm to treat each client like family**.

Nationally recognized as a **leader in complex, contract based, and high stakes litigation**, Roy is the Chairman of the Insurance Law Section for the American Association of Justice (AAJ), a national co-chair of AAJ's Business Interruption Litigation Taskforce, and the state Chairman of South Carolina Equality (which is responsible for winning legalization of same-sex marriage in South Carolina). On the local level he serves on the executive board of his local Charleston County Bar Association and a host of other non-profit boards and committees.

In recoveries for clients he has had a jury verdict named among the largest verdicts in the nation, is a multi-year winner of top verdicts in South Carolina where he regularly tries complex cases, and he is regularly called on by political leadership for advice on complex issues. He is a known **problem solver, with a servant's heart.**

Bar Admissions

- State Bar of South Carolina
- State Bar of Kentucky

- District of South Carolina
- District of Colorado
- Northern District of Illinois General Bar
- Northern District of New York
- Western District of Texas
(List Not Inclusive of *Pro Hac Vice* Admissions)

- 2nd Circuit Court of Appeals
- 4th Circuit Court of Appeals
- 9th Circuit Court of Appeals
- 11th Circuit Court of Appeals

Practice Areas

- Complex Litigation
- Appellate Litigation
- Class Action Litigation
- Commercial Litigation
- Products Liability Litigation
- Mass Tort Litigation
- Bad Faith Insurance Litigation
- Wrongful Death Litigation

Cases Pending in MDL

- Incretin Mimetics MDL (Southern District of California)
- Xarelto MDL (Eastern District of Louisiana)
- Talcum Powder MDL (District of New Jersey)
- Roundup MDL (Northern District of California)

Professional and Philanthropic Involvement

- AMERICAN ASSOC. FOR JUSTICE (AAJ) - INSURANCE SECTION
Chairman, National Executive Board
- AAJ BUSINESS INTERRUPTION LITIGATION TASKFORCE
National Co-Chair
- SOUTH CAROLINA EQUALITY
Chairman of the Board
- CHARLESTON COUNTY BAR ASSOCIATION
Executive Committee Member

Selected Professional Awards & Recognition

2014	TOP 100 U.S. VERDICTS
2016-18	SC LAWYERS WEEKLY - TOP 10 JURY VERDICTS / SETTLEMENTS
2017	SC LAWYERS WEEKLY - MOST IMPORTANT COURT OPINIONS
2016-17	NAT'L ACADEMY OF PERSONAL INJURY ATTYS TOP 10 UNDER 40
2018-19	AMERICA'S TOP 100 HIGH STAKES LITIGATORS
2018-20	SUPER LAWYERS RISING STAR

Professional Education Programs Presented

- South Carolina Association of Justice Annual Conference
Topic: FLSA and Collective Actions – Focusing on Certification
- South Carolina Small Firm Business Luncheon
Topic: FLSA and Collective Actions – Focusing on Your Practice (March 2015)
- Wrongful Death Litigation Start to Finish CLE
Topic: Upholding Ethical Standards in Wrongful Death Cases (February 2017)
- Ultimate Guide to Evidence CLE
Topic: Using Motions to Exclude Evidence & Legal Ethics of Evid. (August 2017)
- Advanced Trial Tactics CLE - Topic: Ethics (December 2017)
- Legal Ethics: Top Challenges CLE
Topic: Online Ethics & Duties to Prospective Clients (February 2018)
- Top Trial Strategies the Pros Use to Win Their Cases CLE
Topic: Effective Exhibits and Courtroom Technology (November 2018)
- Webinar: Navigating Pre-Litigation Business Interruption Bad Faith Claims CLE
Moderator (May 2020)



Akim A. Anastopoulos

Email: Akim@akimlawfirm.com

Education

University of Louisville

University of South Carolina, J.D.

Akim has been practicing law for more than 30 years, representing tens of thousands of consumers and individuals who have been injured due to corporate malfeasance and negligence. He is the founder and chair of Anastopoulos Law Firm, a national law firm that has represented clients across the United States during that time.

Bar Admissions

- State Bar of South Carolina
 - District of South Carolina
- (List Not Inclusive of *Pro Hac Vice* Admissions)

Practice Areas

- Complex Litigation
 - Class Action Litigation
 - Commercial Litigation
 - Products Liability Litigation
 - Mass Tort Litigation
 - Bad Faith Insurance Litigation
 - Wrongful Death Litigation
-



Constance A. Anastopoulo

Email: Constance@akimlawfirm.com

Education

University of Virginia, B.A.

University of North Carolina School of Law, J.D.

Constance Anastopoulo was the **2018 Democratic Nominee for SC Attorney General and won more votes than any other woman in SC history, including former Gov. Nikki Haley**. She currently serves as an associate professor at the Charleston School of Law, where she lectures on torts, insurance law, and professional responsibility. She has been named “Professor of the Year” and an honoree of the Black Law Students’ Association for “Commitment to Bringing About Meaningful Legal and Political Change.” She is currently of counsel at Anastopoulo Law Firm, where she is a trusted mentor and advisor to the firm’s lawyers, including the firm’s College and University Litigation Team.

Bar Admissions

- State Bar of South Carolina
- District of South Carolina
(List Not Inclusive of *Pro Hac Vice* Admissions)
- United States Federal Court of Claims
- 4th Circuit Court of Appeals

Practice Areas

- Complex Litigation
- Appellate Litigation
- Class Action Litigation
- Products Liability Litigation
- Mass Tort Litigation
- Catastrophic Injury Litigation
- Bad Faith Insurance Litigation

Litigation Leadership

In Re: Oxycontin, Plaintiffs' Class Counsel Committee (2005-2008)

Gaskins v. Southern Farm Bureau, 354 S.C. 416 (2003)

Top ten most important decisions by SC Lawyers Weekly for 2003

Professional and Philanthropic Involvement

- JAMES L. PETIGRU AMERICAN INN OF COURT
Member
- INSTITUTE OF INTERNATIONAL AND COMPARATIVE LAW at STETSON UNIV.
Visiting Professor
- THE RILEY INSTITUTE AT FURMAN UNIVERSITY
Diversity Fellow
- LEAGUE OF WOMEN VOTERS CHARLESTON AREA
Vice President, Board
- COLLEGE OF CHARLESTON WOMEN AND GENDER STUDIES
Chair, Board of Advisors

Professional Education Publications and Programs

- *A New Twist on Remedies: Judicial Assignment of Bad Faith Claims*
Indiana L. Rev., Vol. 50, No. 3 (2017)
- *Taking No Prisoners: Captive Insurance as an Alternative to Traditional or Commercial Insurance* - 8 Ohio St. Entrepren. Bus. L.J. 209 (2013)
- *Race and Gender on the Bench: How Best to Achieve Diversity in Judicial Selection*
8 Nw. J. L. & Soc. Pol'y. 174 (2013).
- *Where's the Outrage: "Outrageous" Conduct in Analyzing the Tort of Intentional Infliction of Emotional Distress in the Wake of Snyder v. Phelps*
19 Tex. Wesleyan L. Rev. 667 (2013)
- *Bad Faith: Building a House of Straw, Sticks, or Bricks* - Memphis L. Rev., Vol. 43, Bk. 3 (2012)
- *Teaching Privacy in the Age of Octomom –Enhancing Case/Socratic Method with Structured Class Discussion*, 44 Val. U. L. Rev. 391 (2010)

- *Bad Faith in South Carolina Insurance Contracts: From Tyger River Pine Co. v. Maryland Cas. Co. to Mitchell v. Fortis Ins. Co. - 22 S.C. Law. 18 (July 2010).*
 - *Bad Faith in North Carolina Insurance Contracts: A Growing Part of Insurance Practice - Published in June 2010 Issue of North Carolina Bar Journal.*
 - *How Judicial Selection Impacts the Criminal Justice System
Presenter February 25, 2013*
 - *The State of the Judiciary: From Research to Reality Organizer and Moderator of Panel presented at conclusion of the League of Women Voters of South Carolina's two-year study of the judicial selection process in South Carolina. University of South Carolina School of Law, Columbia, SC. August 10, 2012*
 - *Insurance Law – Advanced Uninsured Motorist/Underinsured Motorist Law Seminar
Ethics Presenter - Presenting on “Ethical Traps to Avoid”*
 - *Insurance Law –“Ethical Considerations” Presenter - December 6, 2011*
 - *Judicial Selection in South Carolina Coastal Carolina University Moderator of panel consisting of Justice Kaye Hearn, S.C. Supreme Court; Counselor Leslie Caggiolla, counsel to Commission on Judicial Conduct; Rep. George Hearn, S.C. House of Representatives; Solicitor Ernest Finney, III; and Judge Jennifer Wilson.*
 - *The Impact of the Judicial Process on Citizens; Why Does Judicial Diversity and Independence Matter Francis Marion University Panelist/Presenter*
 - *Ensuring Judicial Independence and Diversity in South Carolina Organizer and moderator of Forum. October 2010*
 - *State Constitutional Reform in the New South Panelist/moderator discussing judicial selection process in South Carolina with panelists including Chief Justice Jean H. Toal, Judge Alex Sanders, Rep James Smith, S.C. House of Representatives.*
 - *Judicial Selection in South Carolina – Ensuring Quality, Diversity, and Independence*
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Blake G. Abbott

Email: blake@akimlawfirm.com

Education

Illinois State University, B.S., Biology
Charleston School of Law, J.D., *cum laude*

Blake is a supervising attorney that is currently involved in class action litigation. Eager to begin practicing, Blake graduated from Charleston School of Law in two years' time, and was a recipient of the Presidential Honors Scholarship. In addition to law school, Blake interned at the Medical University of South Carolina, served as the Sergeant at Arms on the Charleston School of Law Moot Court Board, and instructed as a Legal Research and Writing Fellow.

Prior to law school, Blake was a collegiate baseball player as well as a high school valedictorian.

Bar Admissions

- State of South Carolina
- State of North Carolina

- District of South Carolina
- Northern District of New York
- District of Colorado
- Western District of North Carolina
- Middle District of North Carolina

- 1st Circuit Court of Appeals
- 2nd Circuit Court of Appeals
- 7th Circuit Court of Appeals
- 11th Circuit Court of Appeals

Practice Areas

- Complex Litigation
- Class Action Litigation
- Products Liability Litigation
- Mass Tort Litigation

Selected Professional Awards & Recognition

2022 NAT'L TRIAL LAWYERS TOP 40 UNDER 40

Professional Education Programs Presented

- Federal Bar Association Rising Professionals Program
Topic: Knowing The Playing Field and How It Will Impact Your Class Case
-

Paul Doolittle

Email: pauld@akimlawfirm.com

Education

University of South Carolina, B.A.

University of South Carolina School of Law, J.D.

Mr. Doolittle is an experienced trial attorney who has been recognized for his courtroom skills and verdicts. He feels helping ordinary people have their day in court is a great honor. He is proud to help level the playing field for individuals and is relentless in seeking justice for his clients.

Mr. Doolittle attended the University of South Carolina School of Law for his legal education where he graduated in the top 20% of his class. After law school, Mr. Doolittle worked at Foster & Foster handling a vast array of cases from auto accidents to complex automobile dealer buy/sell transactions. After gaining experience in and out of the courtroom, Mr. Doolittle joined Motley Rice where he eventually became partner. Mr. Doolittle co-chaired the firm's Catastrophic Injury Group which was started to handle the firm's most complex and high damage cases at the firm. He stills hold the highest verdict ever received in a Minnesota asbestos trial. Since joining Anastopoulo Law Firm, Mr. Doolittle has worked in the firm's Class & Mass Action Division.

Bar Admissions

- State of South Carolina
- District of South Carolina

Practice Areas

- Complex Litigation
 - Class Action Litigation
 - Products Liability Litigation
 - Mass Tort Litigation
-

Jacqueline A. Dufour

Email: jacquelined@akimlawfirm.com

Education

St. Lawrence University, B.S.
Vermont Law School, J.D.

Bar Admissions

- State of South Carolina

Practice Areas

- Complex Litigation
 - Class Action Litigation
 - Products Liability Litigation
 - Mass Tort Litigation
-

Ralph D'Agostino III

Email: ralph.dagostino@akimlawfirm.com

Education

Syracuse University, B.A.
Wake Forest University School of Law, J.D.

Bar Admissions

- Washington, D.C.

Practice Areas

- Complex Litigation
 - Class Action Litigation
 - Products Liability Litigation
 - Mass Tort Litigation
-

Chase Cobble

Email: chase.coble@akimlawfirm.com

Education

Elon University, B.A.

University of South Carolina School of Law, J.D.



Herbert F. Glass

Email: Herb@akimlawfirm.com

Education

State University of New York at Albany, B.A.

Charleston School of Law, J.D.

Herb is a Senior Associate at = Poulin | Willey | Anastopoulo and concentrates his practice in the areas of personal injury, general negligence, and products liability cases. Herb has successfully represented thousands of injured South Carolinians and recovered millions of dollars on their behalf due to the negligence of others, large corporations, and government entities. Herb recently recovered over \$350,000.00 for a client who was rear ended by a careless driver.

Over the past five years, Herb has been an active member of the Charleston County Bar. Prior to joining Poulin | Willey | Anastopoulo. Mr. Glass worked at boutique civil litigation firm and represented people and small businesses throughout South Carolina.

Bar Admissions

- State of South Carolina

Honors and Associations

- Charleston School of Law Dean's List
- CALI Award for Future Excellence-Business Associations
- Finalist for the National Football Foundation National Scholar-Athlete of the Year Award presented by Fidelity Investments (2011)
- Semi-Finalist for the William V. Campbell Trophy (2011)
- Academic All-Conference (2008-2011)

Selected Publications and Presentations

Workouts - The Various Tools in the Toolbox for Working out Troubled Real Estate

Loans, January 2014, NBI (Assisted Senior Partner in drafting/uncredited)



Lane D. Jefferies

Email: Lane@akimlawfirm.com

Education

Charleston School of Law, J.D, *summa cum laude*

College of Charleston, B.S. in Biology, *summa cum laude*

St. Andrews Presbyterian College, B.A. in Business Administration

Prior to becoming an attorney, Lane spent twenty years in business, during which he founded, built, and ultimately sold several businesses in the hospitality and yachting industries. At the Poulin | Willey | Anastopoulos, Lane leads the firm's Commercial and Construction Liability Division where he takes on the nation's largest corporations and construction firms.

Bar Admissions

- State of South Carolina
- District of South Carolina

Honors/Achievements

- 2013 National Tax Moot Court 1st Place team
 - 2013 National Tax Moot Court Best Oralist
 - 2014 National Tax Moot Court 1st Place team
 - 2014 National Tax Moot Court Best Oralist
 - 15 CALI Excellence for the Future Awards
-



Joshua E. Jones

Email: Josh@akimlawfirm.com

Education

University of South Carolina, B.A.
Charleston School of Law, J.D.

Josh graduated from the University of South Carolina with a degree in Criminal Justice before beginning his legal studies at Charleston School of Law. During law school, he began working at Poulin | Willey | Anastopoulo as a law clerk while also completing pro bono work with the Charleston County Probate Court. Since passing the South Carolina Bar and being sworn in, he has been an associate attorney with the firm, assisting in cases involving auto incidents, premises liability, medical malpractice, and general negligence.

Bar Admissions

- State of South Carolina
-

Julia Pirillo

Email: juliap@akimlawfirm.com

Education

West Virginia University, B.A.
West Virginia University College of Law, J.D.

Bar Admissions

- State of West Virginia

Practice Areas

- Complex Litigation
- Class Action Litigation
- Products Liability Litigation
- Mass Tort Litigation



India Shaw

Email: India@akimlawfirm.com

Education

North Carolina A&T State University, B.A.
North Carolina Central University, J.D.

Dual licensed in the District of Columbia and South Carolina. India has been at Poulin | Willey | Anastopoulo in Charleston, SC since 2017. India grew up in Charleston, SC, where her desire to practice law began. She graduated from North Carolina Central University School of Law with a Certification in Taxation. Her time at the firm has involved helping clients navigate through traumatic incidents in civil litigation, as well as through financial and lien negotiations. Her goal with every client is to ensure they are on the right path to attaining justice. She also has a passion for serving the underserved, is a devoted runner, and is an active member of her church.

Bar Admissions

- District of Columbia
- State of South Carolina

Andrew Smith

Email: andrew.smith@akimlawfirm.com

Education

College of Charleston, B.A.
Charleston School of Law, J.D., *summa cum laude*

Lisa M. Whiteleather

Email: lisa.whiteleather@akimlawfirm.com

Education

Salisbury University, B.A.

University of Baltimore School of Law, J.D.
