

WEBSITE NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Barry v. University of Washington, Case No. 20-2-13924-6 SEA
(Superior Court of the State of Washington, King County)

PLEASE READ THIS NOTICE CAREFULLY. If you were enrolled in and paid for the University of Washington’s in-person based educational programs, services, and courses for the Winter Quarter 2020 or Spring Quarter 2020 academic term(s), you may be eligible to receive cash compensation from a class action settlement. This notice explains your rights and options and the deadlines to exercise them.

The Superior Court of the State of Washington, King County authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

WHY DID I GET THIS NOTICE?

- A Settlement has been reached in a class action Lawsuit between Defendant University of Washington (“Defendant” or “UW”) and an individual who alleged that he, and the Settlement Class,¹ are entitled to partial refunds of tuition and fees for the Winter Quarter 2020 and/or Spring Quarter 2020 academic term(s) because UW transitioned to remote instruction in March 2020 amid the COVID-19 pandemic in accordance with Washington legal mandates. The case is *Barry v. University of Washington*, Case No. 20-2-13924-6 SEA, in the Superior Court of the State of Washington, King County (the “Lawsuit”). The proposed Settlement is not an admission of wrongdoing by UW, and UW denies all allegations of wrongdoing and disclaims all liability with regard to all claims in the Lawsuit. The Court has granted preliminary approval of the Settlement.
- You are included in the Settlement Class if you were enrolled in and paid for the University of Washington’s in-person based educational programs, services, and courses for the Winter Quarter 2020 or Spring Quarter 2020 academic term(s). But, you are not a Settlement Class Member if you request to opt out of (*i.e.*, exclude yourself from) the Settlement.
- Under the Settlement Agreement, UW will pay \$4.0 million into a Settlement Fund. Some of that amount will go to Class Counsel for attorneys’ fees and expenses, some will go to the Class Representative as a Service Award, and some will pay for the costs of administering the settlement. What remains of the \$4.0 million will be divided equally among the approximately 56,000 Students in the Settlement Class (who do not request to opt-out of the Settlement) and paid as a Cash Award. Students in the Settlement Class do not need to take any action to receive their Cash Award. Settlement Class Members will automatically receive their Cash Award by check mailed to their last known mailing address. Alternatively, if Settlement Class Members prefer to receive their Cash Award by Venmo or PayPal, or wish to update their mailing address in order to receive their Cash Award by check, Settlement Class Members may visit the Settlement Website to complete an Election Form to provide their Venmo or PayPal information or to update their mailing address.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Settlement Class Members who do nothing will automatically receive a payment by check to their last known mailing address as reflected in UW’s records after the Effective Date of the Settlement Agreement. You will give up any rights you may have to sue UW about the issues in this Lawsuit.
CHANGE YOUR PAYMENT OPTIONS	Settlement Class Members may visit www.UniversityofWashingtonCovidLitigation.com to (a) provide an updated mailing address for sending a check or (b) elect to receive the Cash Award by Venmo or PayPal instead of by a paper check. Settlement Class Members may also submit this information to the Settlement Administrator by mail at University of Washington Settlement Administrator, c/o Epiq, P.O. Box 3727, Portland, OR 97208-3727. The deadline to change your payment options is May 30, 2025 .
OPT OUT	You will not receive a Cash Award, but you will retain any rights you may have to sue UW about the issues in this Lawsuit. The deadline to opt out is May 30, 2025 .
OBJECT	Write to the Court explaining why you do not like the Settlement. If the Court approves the Settlement, you will be bound by the Court’s decision and by the terms of the Settlement Agreement. The deadline to object to the Settlement is May 30, 2025 .

¹ Definitions for terms used herein can be found in the Settlement Agreement available at www.UniversityofWashingtonCovidLitigation.com/

QUESTIONS? VISIT WWW.UNIVERSITYOFWASHINGTONCOVIDLITIGATION.COM

ATTEND A HEARING

Ask to speak in Court about the fairness of the Settlement during the Final Approval Hearing on **July 11, 2025**.

These rights and options—and the deadlines to exercise them—are explained in this Notice. Please review this Notice carefully.

The Court presiding over this Lawsuit still has to decide whether to approve the Settlement. The Cash Awards made available by this Settlement will be provided only if the Court approves the Settlement and after any issues with the Settlement or appeals are resolved. Please be patient.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit alleges that Students who attended UW during the Winter Quarter 2020 and/or Spring Quarter 2020 academic term(s) are entitled to partial refunds of tuition and fees because UW transitioned to remote instruction in March 2020 amid the COVID-19 pandemic in accordance with Washington legal mandates. UW denies each and every allegation of wrongdoing, liability, and damages asserted, and UW denies that the claims in the Lawsuit would be appropriate for class treatment if the litigation proceeded through trial.

The Plaintiff's operative Complaint, the Settlement Agreement, and other Lawsuit-related documents are available on the Settlement Website, accessible at universityofwashingtoncovidlitigation.com.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which one or more persons called a "Class Representative" sues on behalf of people with similar legal claims. These people together are a "Class." Because the Parties have decided to settle this Lawsuit, the "Class" becomes a "Settlement Class." The Settlement Agreement, if finally approved by the Court, resolves the issues for all Settlement Class Members, except for those who opt out of the Settlement Class.

WHY IS THERE A SETTLEMENT?

The Plaintiff and UW have determined that it is in their best interests to settle this Lawsuit to avoid the expenses and uncertainties associated with continued litigation. This Settlement resolves all claims asserted in the case against UW and its affiliated Persons and entities. The Plaintiff and the attorneys for the Settlement Class believe the proposed settlement is in the best interests of the Class. The Settlement Agreement is not an admission of wrongdoing by UW and does not imply that there has been, or would be, any finding that UW violated any law or otherwise did anything wrong if the Lawsuit were to move forward. UW denies each and every allegation of wrongdoing and liability in the Lawsuit. The Court did not reach a decision on the merits of the outstanding breach of implied contract claim. The Court has preliminarily approved the Settlement and ordered that this Notice be provided to explain it. Nevertheless, because the settlement of a class action determines the rights of all members of a settlement class, the Court must give final approval to the Settlement before it will be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that the Settlement Class will receive this Notice and have the opportunity to opt out of the Settlement Class or to voice their support for or opposition to final approval of the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the Lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if you were enrolled in and paid for the University of Washington's in-person based educational programs, services, and courses for the Winter Quarter 2020 or Spring Quarter 2020 academic term(s). Excluded from the Settlement Class are:

- (1) UW;
- (2) Any entity in which UW has a controlling interest, and UW's legal representatives, predecessors, successors, assigns, and non-student employees; and
- (3) The Court and its employees.

QUESTIONS? VISIT WWW.UNIVERSITYOFWASHINGTONCOVIDLITIGATION.COM

WHAT ARE MY OPTIONS?

(1) Receive Cash Award by Check or Elect to Have Your Cash Award Made Electronically.

The \$4.0 million Settlement Fund, minus any Class Counsel's fee and costs (addressed below), any service awards for the named Plaintiff of up to \$7,500, and the costs of administering the settlement, will be divided equally among all Settlement Class Members as Cash Awards. Students in the Settlement Class will not need to take any action to receive their Cash Award. Settlement Class Members will automatically receive their Cash Award by check mailed to their last known mailing address as reflected in UW's records. Alternatively, if Settlement Class Members prefer to receive their Cash Award by Venmo or PayPal, they may visit the Settlement Website to provide their Venmo or PayPal information, or may provide that information to the Settlement Administrator by mail at the address below. If any Settlement Class Members fail to cash their Cash Award checks, monies from those uncashed checks will be split between (1) the Legal Foundation of Washington to support activities and programs that promote access to the civil justice system for low income residents of Washington State per the requirements of Washington rules governing class actions and (2) UW Emergency Aid for the purpose of providing additional student aid to current University of Washington students.

(2) Opt out of the Settlement.

You may opt out of the Settlement. If you do so, you will not receive a Cash Award from the Settlement Fund. You will not release any claims you may have against UW and the Released Parties (as that term is defined in the Settlement Agreement, available for review at www.UniversityofWashingtonCovidLitigation.com), and you will be able to pursue whatever legal rights you may have by pursuing your own lawsuit against UW and the Released Parties at your own risk and expense.

To opt out of the Settlement, you must mail a timely letter to the Settlement Administrator at University of Washington Settlement Administrator, *c/o Epiq*, P.O. Box 3727, Portland, OR 97208-3727, postmarked by **May 30, 2025**. Your request to opt out of the Settlement must include the following:

- Your name and address;
- A statement that you want to opt out of the Settlement Class for purposes of this Settlement in *Barry v. University of Washington*, Case No. 20-2-13924-6 SEA, in the Superior Court of the State of Washington, King County; and
- Your signature.

You cannot ask to opt out by phone or on the Settlement Website. You may only opt yourself out of the Settlement; you may not purport to opt out others from the Settlement on a class or representative basis. "Mass" or "class" requests to opt out are not permitted. A valid, signed request to opt out both opts the Student out of the Settlement and confirms the Student will not be paid a Cash Award.

(3) Object to the Settlement.

If you are a Settlement Class Member (*i.e.*, you did not opt out of the Settlement Class), you can object to any aspect of the Settlement. You can ask the Court to deny approval of the proposed settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, the benefits for Settlement Class Members described herein will not be provided, and the Lawsuit will continue.

To object, you must file your objection in writing with the Court by **May 30, 2025**. Your objection must include the following:

- Your name and address;
- An explanation of the basis upon which you claim to be a Settlement Class Member;
- All grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- The name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys");
- A statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); and
- If you or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

QUESTIONS? VISIT WWW.UNIVERSITYOFWASHINGTONCOVIDLITIGATION.COM

“Mass” or “class” objections will not be allowed.

If you do not timely and validly make your objection, you will be deemed to have waived all objections and will not be entitled to speak at the Final Approval Hearing.

If you file and serve a written objection and statement of intent to appear, you may appear at the Final Approval Hearing, either in person or through your personal counsel hired at your own expense, to object to the fairness, reasonableness, or adequacy of the Settlement.

If you wish to object, you must file your objection with the Court (using the Court’s electronic filing system or in any manner in which the Court accepts filings) no later than **May 30, 2025**. You must also send a copy of your objection by mail, hand, or overnight delivery service or by operation of the Court’s electronic document system to the attorneys representing the Plaintiffs and the Settlement Class (specifically Steve W. Berman, Daniel J. Kurowski, and Whitney K. Siehl of Hagens Berman Sobol Shapiro LLP, 455 N. Cityfront Plaza Drive, Suite 2410, Chicago, IL 60611 and (Eddie) Jae K. Kim and Tiffine Malamphy, Lynch Carpenter LLP, 1133 Penn Avenue, Floor 5, Pittsburgh, PA 15222) and the attorneys representing UW (specifically Marc R. Shapiro, Orrick Herrington & Sutcliffe LLP, 51 West 52nd Street, New York, NY 10019-6142 and Matthew D. LaBrie, Orrick Herrington & Sutcliffe LLP, 222 Berkeley Street, Suite 2000, Boston, MA 02116), postmarked no later than **May 30, 2025**.

If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by **June 20, 2025**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf.

If you opt out of the Settlement, you cannot file an objection.

If you object and the Settlement is approved, you will still be entitled to receive benefits under the Settlement, and you will be bound by the terms of the Settlement.

COMPENSATION TO CLASS COUNSEL AND THE NAMED PLAINTIFF

Class Representative Compensation. The Court may award reasonable Service Award to the Class Representative for his service in the Lawsuit, not to exceed Seven Thousand, Five Hundred Dollars (\$7,500), which shall come from the Settlement Fund. Any such Court-ordered Service Award shall be paid within twenty-one (21) business days after the Effective Date. This shall be in addition to any Cash Award that the Class Representative may receive as a Settlement Class Member.

Class Counsel Attorneys’ Fees, Costs, and Expenses. The attorneys who brought the Lawsuit (listed below) will ask the Court to award them attorneys’ fees not to exceed thirty percent (30%) of the Settlement Fund (\$1,200,000.00), plus reimbursement of out-of-pocket costs and expenses, for the time, expense, and effort expended in investigating the facts, conducting the litigation, and negotiating the Settlement. Class Counsel’s motion for attorneys’ fees, costs and expenses, and the Class Representative Service Award will be filed with the Court and made available on the Settlement Website no later than May 16, 2025. The Fee & Cost Award shall be payable by the Settlement Administrator from the Settlement Fund within twenty-one (21) business days after the Effective Date.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against UW or the Released Parties about the issues in this Lawsuit. This specifically includes any claim for breach of contract or any tort, common law, or statutory claim arising out of or in any way allegedly related to the claims in this Action for UW tuition, fees and/or costs paid or incurred by or on behalf of any Settlement Class Member in connection with the Winter Quarter 2020 and/or Spring Quarter 2020 academic term(s). Unless you opt out of the Settlement, all of the decisions and judgments of the Court will bind you.

The Settlement Agreement is available at www.UniversityofWashingtonCovidLitigation.com. *The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully.* If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

QUESTIONS? VISIT WWW.UNIVERSITYOFWASHINGTONCOVIDLITIGATION.COM

WHEN WILL I RECEIVE MY CASH AWARD?

Cash Awards will be distributed after the Court grants Final Approval of the Settlement. The Parties cannot accurately predict when (or whether) the Court will grant Final Approval of the Settlement, or whether there may be appeals from that order that take additional time to resolve, so please be patient. After the Court grants Final Approval of the Settlement, and after any appeals are resolved, Cash Awards will be paid within sixty (60) days of that final resolution.

Updated information about the Lawsuit will be made available at www.UniversityofWashingtonCovidLitigation.com, or you can call the Settlement Administrator toll-free at 1-888-557-8623, or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already granted Preliminary Approval of the Settlement. A final hearing on the Settlement, called a final approval or fairness hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Settlement Class for settlement purposes, hear any proper objections related to the Settlement, and consider any requests for an award of attorneys' fees and expenses and Service Award for the Plaintiff that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **July 11, 2025, at 9:00 a.m. PT**, at the Superior Court of the State of Washington, King County, 516 Third Avenue, Seattle, WA 98104. The date and time of the Final Approval Hearing are subject to change by Court order, and the hearing may be conducted remotely. Any changes, including instructions for how Settlement Class Members may attend the hearing if it is conducted virtually or by telephonic means, will be posted at the Settlement Website, www.UniversityofWashingtonCovidLitigation.com and on the Court's docket.

If the Settlement is given Final Approval, the Court will not make any further determination as to the merits of the claims or defenses at issue in the Lawsuit. Instead, the Settlement's terms will take effect, and the Lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement to achieve an early and certain resolution to the Lawsuit, so it provides specific and valuable benefits to Settlement Class Members.

If the Court does not grant Final Approval of the Settlement, or if Final Approval is reversed on appeal, or if the Settlement does not become Final for some other reason, Plaintiff, UW, and Class Members will be in the same position as they were before the execution of the Settlement Agreement, and the Settlement Agreement will have no legal effect, no class will remain certified (conditionally or otherwise), and Plaintiff and UW will continue to litigate the Lawsuit. There can be no assurance that, if the Settlement is not approved, the Settlement Class Members will recover more than is provided in the Settlement, or indeed, anything at all.

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement. More details are in the actual Settlement Agreement which, along with other documents, can be obtained on the Settlement Website at www.UniversityofWashingtonCovidLitigation.com. If you have any questions, you can also contact the Settlement Administrator at 1-888-557-8623 or Class Counsel at the numbers or email addresses set forth below. Besides the documents available on the Settlement Website, all pleadings and documents filed in Court may be reviewed or copied in the Court's Office of the Clerk.

Please do not contact the Judge or the Clerk of the Court or the University of Washington about this case. They cannot give you advice on your options.

QUESTIONS? VISIT WWW.UNIVERSITYOFWASHINGTONCOVIDLITIGATION.COM

WHO REPRESENTS THE CLASS?

The Court has approved the below attorneys to represent the Settlement Class. They are called “Class Counsel.”

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Steve W. Berman, Esq.
Daniel J. Kurowski, Esq.
Whitney K. Siehl, Esq.
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