

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY**

ALEXANDER BARRY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

UNIVERSITY OF WASHINGTON,

Defendants.

Case No. 20-2-13924-6 SEA

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiff Alexander Barry; (ii) the Settlement Class (defined below); and (iii) Defendant, the University of Washington (“Defendant” or “UW”). The Settlement Class and Plaintiff are collectively referred to as the “Plaintiff” unless otherwise noted. The Plaintiff and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement and subject to the Final Approval Order entered by the Court.

RECITALS

A. Plaintiff Alexander Barry filed the initial Class Action Complaint on September 16, 2020.

B. On November 20, 2020, Defendant filed its Motion to Dismiss.

C. On December 7, 2020, Plaintiff filed the First Amended Class Action Complaint for Damages.

D. On January 29, 2021, Defendant filed its Motion to Dismiss Plaintiff's First Amended Complaint, which Plaintiff opposed on March 8, 2021.

E. On March 18, 2021, the Court entered its Order Granting in Part and Denying in Part Defendant's Motion to Dismiss Plaintiff's First Amended Class Action Complaint for Damages.

F. Defendant filed its Answer to the First Amended Complaint on April 21, 2021.

G. On November 2, 2021, the Parties attended an unsuccessful mediation with Judge Diane M. Welsh (Ret.) facilitated by JAMS.

H. Following the Court's March 18, 2021, Order on Defendant's Motion to Dismiss Plaintiff's First Amended Complaint, the Parties engaged in extensive discovery, including but not limited to, exchanging written discovery (*e.g.*, interrogatories, requests for production, and requests for admission) and producing over 181,000 pages of documents; and discovery, including the deposition of the named Plaintiff, the deposition of Defendant under CR 30(b)(6) via five corporate designees, individual depositions of six employees of Defendant, two depositions of Plaintiff's expert witness, and one deposition each of Defendant's two expert witnesses.

I. On November 23, 2022, Plaintiff filed his Motion for Class Certification and Appointment of Class Counsel. Defendant filed its opposition on February 15, 2023. Plaintiff filed his reply on March 27, 2023. Defendant filed its sur-reply on June 21, 2023.

J. On June 28, 2023, the Court entered its Order Granting Plaintiff's Motion for Class Certification, certifying a class of "All students who 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 class was the University of Washington, any entity in which the University of Washington has a controlling interest, and the University of Washington's legal representatives, predecessors, successors, assigns, and non-student employees. Further excluded from the class was the Court and its employees. The Court also appointed Plaintiff Alexander Barry as Class Representative and Hagens Berman Sobol Shapiro LLP and Lynch Carpenter LLP as Class Counsel.

K. Thereafter, notice issued to the class in accordance with the requirements of CR 23(d)(2).

L. On January 31, 2024, Defendant filed University of Washington's Amended Answer to Plaintiff's First Amended Complaint.

M. On June 20, 2024, Defendant filed a Motion for Summary Judgment and Plaintiff filed a Motion for Partial Summary Judgment. The Parties filed oppositions to the summary judgment motions on July 17, 2024, and filed replies on August 14, 2024.

N. Also on June 20, 2024, Defendant filed a Motion to exclude Testimony of Dr. Charles Cowan, which Plaintiff opposed on July 17, 2024.

O. On September 20, 2024, the Court entered its Order Amending Civil Case Schedule, and set a January 27, 2025, trial date and a series of pretrial deadlines for various pretrial filings and proceedings.

P. On November 6, 2024, the Court entered its Omnibus Order on Parties' Cross Motions for Summary Judgment, granting in part and denying in part Defendant's Motion for Summary Judgment and Plaintiff's Motion for Partial Summary Judgment. The Court's Omnibus

Order granted summary judgment to Defendant on all of Plaintiff's then-outstanding claims except for Plaintiff's claim of breach of an implied contract for Winter Quarter 2020 and Spring Quarter 2020.

Q. Also on November 6, 2024, the Court denied Defendant's Motion to exclude Testimony of Dr. Charles Cowan.

R. On November 15, 2024, Defendant filed a Motion for Reconsideration of the Court's Order on Defendant's Motion for Summary Judgment, which Plaintiff opposed on December 12, 2024. Defendant filed a reply on December 17, 2024.

S. Beginning on December 16, 2024, the Parties began mediating the dispute with Chris Anderson at Kubik Mediation Group,

T. On December 23, 2024, the Court issued its Order on Reconsideration, granting Defendant summary judgment on Plaintiff's claim of breach of implied contract as it applied to Spring Quarter 2020.

U. With the assistance of Mr. Anderson at Kubik Mediation Group, the Parties reached an agreement in principle on a class action settlement. On January 2, 2025, the Parties executed a term sheet setting forth their agreement on the material terms of a class action settlement.

V. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty that was alleged or could have been alleged in the Action (defined below). Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Action and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Action. Defendant believes that it would have prevailed at trial and in any appeal(s). Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expense of further

legal fees and costs, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise and the Agreement, any related documents, and any negotiations concerning or resulting in the Agreement shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever. Accordingly, nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

W. Plaintiff believes that the claims asserted in the Action against Defendant have merit and that Plaintiff would have prevailed at trial and would have prevailed in any appeal. Nonetheless, Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiff may not prevail. Plaintiff and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through trial, and any subsequent appeals. Plaintiff and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiff believes it is desirable that the Released Claims (defined below) be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

X. The Parties intend this Agreement to bind Plaintiff, Defendant, and members of the Settlement Class who do not opt out of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and each of them, and Defendant, by and through its undersigned counsel, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, and for good and valuable consideration of the benefits flowing to the Parties from the Agreement set forth herein, the sufficiency of which is hereby mutually acknowledged, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

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

1.1 “Action” means *Barry v. University of Washington*, Case No. 20-2-13924-6 SEA, pending in the Superior Court of the State of Washington for King County.

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

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

1.4 “**Class Counsel**” means Hagens Berman Sobol Shapiro LLP and Lynch Carpenter LLP.

1.5 “**Class Representative**” means the named Plaintiff in this Action, Alexander Barry.

1.6 “**Court**” means the Superior Court of the State of Washington for King County, the Honorable Sean O’Donnell presiding, or any judge who shall succeed Judge O’Donnell as the Judge in this Action.

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

1.8 “**Defendant’s Counsel**” means Orrick, Herrington & Sutcliffe LLP.

1.9 “**Effective Date**” means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.10 “**Election Form**” means the form by which Settlement Class Members shall make their selection identifying whether they elect to receive their Cash Award by check, Venmo, or PayPal. The Election Form will be available on the Settlement Website, accessible electronically only by use of the Settlement Class Member’s PIN described in Paragraph 4.1(a) together with the Settlement Class Member’s last name and zip code, and will be substantially in the form of Exhibit A, hereto. A hard copy Election Form may be obtained from the Settlement Administrator. Settlement Class Members must submit an Election Form no later than sixty (60) days after the Notice Date. In the event a Settlement Class Member does not submit an Election Form, the Settlement Class Member will receive a Cash Award in the form of a check sent to the Settlement Class Member’s last known address.

1.11 “**Escrow Account**” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The Settlement Fund shall be

deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement, and the money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

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

1.13 “Final” means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or are appeals, the date of resolution in a manner that finally affirms and leaves in place a Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari.

1.14 “Final Approval Hearing” means the hearing where the Court will consider whether to enter Final Judgment approving the Settlement Agreement, the Fee & Cost Award, and a Service Award to the Class Representative.

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

1.16 “Notice” means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be made to Students who may be members of the Settlement Class substantially in the manner set forth in this Agreement as described in Paragraphs

4.1 and 4.2 below, which is approved by the Court and consistent with the requirements of Due Process and CR 23, and is substantially in the form of Exhibits B, C, and D hereto.

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

1.18 “Objection/Opt-Out Deadline” means the date by which a written objection to this Settlement Agreement or a request to opt out of this Agreement (i.e., to exclude oneself from the terms of this Agreement) submitted by a Student in the Settlement Class must be made, which shall be designated as a date stated in the Notice and no earlier than sixty (60) days after the Notice Date, or such other date as ordered by the Court. Class Counsel shall file papers supporting the Fee & Cost Award with the Court and post such papers to the Settlement Website listed in Paragraph 4.1(d) no later than fourteen (14) days before the Objection/Opt-Out Deadline.

1.19 “Person” means, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. **“Person”** is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.20 “Plaintiff” means Alexander Barry, and the Settlement Class Members.

1.21 “Plaintiffs’ Counsel” means any and all other counsel for Plaintiff in this action, namely Sterlington, PLLC.

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

1.23 “Preliminary Approval Order” means the Court order preliminarily approving the Settlement Agreement and directing notice thereof to Students who may be in the Settlement

Class. A proposed order will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiff's motion for Preliminary Approval of the Agreement.

1.24 "Released Claims" means any and all actual or potential causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, and all other legal responsibilities in any form or nature, including but not limited to, all claims relating to or arising out of any state, local, or federal statute, ordinance, regulation, or claim at common law or in equity, whether past, present, or future, known or Unknown Claims, asserted or unasserted, arising out of or in any way allegedly related to the claims in this Action for 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 terms, including but not limited to all claims of every nature and description whatsoever, as to all Defendant campuses, schools, programs, activities, or other offerings or services and the actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act that were brought or could have been brought in the Action.

1.25 "Released Parties" means the University of Washington, the Board of Trustees of University of Washington, as well as any and all of the Defendant's current, former, and future predecessors, successors, affiliates, assigns, divisions, or related corporate entities, and all of their respective current, future, and former employees, staff, officers, directors, assigns, agents, trustees, administrators, executors, insurers, reinsurers, and attorneys (whether in their official or individual capacities). Each of the Released Parties is a **"Released Party."**

1.26 "Releasing Parties" means Plaintiff, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, parents, family members, lenders, funders, payors (*i.e.*, any Person who paid or incurred tuition and/or fees by or on behalf of any Plaintiff or Settlement Class Member in connection with the

Winter Quarter 2020 and/or Spring Quarter 2020 academic terms), estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations, and any other representative of any of those Persons and entities.

1.27 “Service Award” means the payment the Court may award the Plaintiff for service as Class Representative, which is in addition to any Settlement Class Member Benefit due to Plaintiff as a Settlement Class Member. The Service Award shall be paid out of the Settlement Fund.

1.28 “Settlement” means the Parties’ agreement as set forth herein (including monetary terms and release of claims and parties) that is subject to the Court’s approval.

1.29 “Settlement Administrator” means Epiq Class Action & Claims Solutions, Inc. or such other reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement, including but not limited to serving as escrow agent for the Settlement Fund, overseeing the distribution and publication of Notice, handing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund. Class Counsel’s assent to this Agreement shall constitute consent on behalf of each and every member of the Settlement Class as defined herein to disclose to Class Counsel, Defendant’s Counsel, and the Settlement Administrator all information required by the Settlement

Administrator to perform the duties and functions ascribed to it herein, consistent with the written consent provisions of the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

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

1.31 “Settlement Class” means all Students who were enrolled in and paid for the University of Washington’s in-person based educational programs, services, and courses for the Winter Quarter 2020 and/or Spring Quarter 2020 academic term(s). Excluded from the Settlement Class are the University of Washington, any entity in which the University of Washington has a controlling interest, and The University of Washington’s legal representatives, predecessors, successors, assigns, and non-student employees. Further excluded from the Settlement Class are the Court, its employees, as well as any Student who previously elected to opt out of the class following the Court’s June 28, 2023, order certifying the class in this case.

1.32 “Settlement Class Member” means a Student who falls within the definition of the Settlement Class as set forth above and who has not chosen to opt out of the Agreement.

1.33 “Settlement Fund” means the non-reversionary fund that shall be established by or on behalf of Defendant in the total amount of four million dollars (\$4,000,000.00 USD) to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest

earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any Service Award to the Class Representative, any Fee & Cost Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The “**Available Settlement Fund**” is the amount remaining in the Settlement Fund after payment of any Fee & Cost Award to Class Counsel, Settlement Administration Expenses (including an allowance for anticipated fees and expenses to be incurred after issuance of Cash Awards), any Service Award to the Class Representative, and any other costs, fees or expenses approved by the Court. The Settlement Fund shall be kept in the Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account. The Settlement Administrator shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings. The four million dollars (\$4,000,000.00 USD) paid by Defendant into the Settlement Fund represents the total extent of Defendant’s monetary obligations under this Agreement. The payment of the four million dollars (\$4,000,000.00 USD) into the Settlement Fund by Defendant fully discharges all of the Defendant’s and the other Released Parties’ monetary obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Class Member, or any other Person, under this Agreement. In no event shall Defendant’s total monetary obligation with respect to this Agreement exceed four million dollars (\$4,000,000.00 USD), and in no event shall the Settlement Fund or any portion thereof revert to Defendant (except that a portion of unclaimed funds may be deposited into a student assistance fund as provided for and in accordance with Paragraph 2.5).

1.34 “Settlement Website” means the website the Settlement Administrator will establish for the purposes set forth in Paragraph 4.1(d).

1.35 “Spring Quarter 2020” means the University of Washington’s academic term that ran from approximately March 30, 2020 to approximately June 12, 2020.

1.36 “Student” means any Person who was enrolled in and paid for the University of Washington’s in-person based educational programs, services, and courses for the Winter Quarter 2020 and/or Spring Quarter 2020 academic term(s).

1.37 “Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that

it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

1.38 “Winter Quarter 2020” means the University of Washington’s academic term that ran from approximately January 6, 2020 to approximately March 20, 2020.

2. SETTLEMENT RELIEF.

2.1 Payments to Students in the Settlement Class.

(a) Within twenty-one (21) days after the Effective Date, Defendant shall pay or cause to be paid into the Escrow Account the amount of the Settlement Fund (\$4,000,000.00), specified in Paragraph 1.33 of this Agreement, less any amounts previously invoiced and paid by Defendant to the Settlement Administrator for its work in accordance with Paragraphs 4 and 5.

(b) Each Settlement Class Member will receive a Cash Award from the Available Settlement Fund. A Student is not required to submit a claim form or an Election Form in order to receive a Cash Award. All Cash Awards will be of equal amounts. The amount of the Cash Award will be calculated by dividing the Available Settlement Fund by the number of Settlement Class Members as of the Effective Date, as determined by the Settlement Administrator based on the Potential Settlement Class List provided by Defendant.

2.2 Payments of Cash Awards to Settlement Class Members. The Notice will give Students within the Settlement Class the ability to choose via the Election Form whether to receive a Cash Award by check, Venmo, or PayPal. Settlement Class Members choosing to submit an Election Form must do so no later than sixty (60) days after the Notice Date. In the event a Settlement Class Member does not submit an Election Form, the Settlement Class Member will receive a Cash Award in the form of a check sent to the Settlement Class Member’s last known address.

2.3 Election Forms must be timely submitted. Settlement Class Members must submit an Election Form no later than sixty (60) days after the Notice Date to be considered.

2.4 Payments of the Cash Award to Settlement Class Members shall be made by the Settlement Administrator within sixty (60) days after the Effective Date.

2.5 All Cash Awards issued to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within one hundred eighty (180) days after the date of its issuance. To the extent that a check issued to a Settlement Class Member is returned to the Settlement Administrator as undeliverable or not cashed within one hundred eighty (180) days after the date of issuance, or to the extent there are any remaining funds in the Settlement Fund after distribution of all Cash Awards and Settlement Administration Expenses, such funds shall be paid by the Settlement Administrator within sixty (60) days after the one hundred eighty (180) day period has expired, in equal proportion to the Washington Legal Foundation and UW Emergency Aid. Amounts deposited in any student assistance fund will not otherwise reduce or offset any financial assistance the University of Washington plans to offer students as of the date such funds are paid into UW Emergency Aid.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Potential Settlement Class List.* No later than twenty-eight (28) days from the full execution of this Settlement Agreement, UW shall use reasonable efforts to produce an updated electronic list from its records that includes the names, last known postal addresses, email addresses, and UW student identification numbers belonging to Students to the extent available. Such electronic record shall be called the “**Potential Settlement Class List**,” and shall be provided to the Settlement Administrator for the purposes of giving Notice to the Students, verifying whether a Student can qualify as a member of the Settlement Class, for calculating the Cash Awards to Settlement Class Members, and shall not be used for any other purpose. For purposes of identifying and communicating with individual Students, the Settlement Administrator shall assign each Student on the Potential Settlement Class List a personal identification number (“**PIN**”). Counsel for the Parties will coordinate in good faith to provide Notice, in compliance with FERPA, to any Student on the Potential Settlement Class List who has elected not to disclose his contact information.

(b) *Direct Notice via Email.* No later than twenty-one (21) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B to all Students on the Potential Settlement Class List for whom a valid email address is included in the Potential Settlement Class List. In the event the Settlement Administrator becomes aware that the transmission of any email Notice has failed to reach the intended recipient, the Settlement Administrator shall attempt to correct any issues that may have caused the email transmission to fail and make a second attempt to transmit Notice via email.

(c) *Direct Notice via U.S. Mail.* No later than the twenty-eight (28) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send Notice substantially in the form attached as Exhibit C via First Class U.S. Mail to all Students on the

Potential Settlement Class List for whom a valid email address is not included in the Potential Settlement Class List or for whom the Settlement Administrator becomes aware that the transmission of email Notice has failed to reach the intended recipient twice.

(d) *Settlement Website.* Within fourteen (14) days from entry of the Preliminary Approval Order, Settlement Administrator shall provide Notice on the already-obtained URL <https://universityofwashingtoncovidlitigation.com>, which shall be administered and maintained by the Settlement Administrator and which shall provide the Settlement Class the ability to submit Election Forms and to update mailing addresses. Copies of this Agreement, the Email (“long-form”) Notice, the operative complaint, the motions for preliminary and final approval and other pertinent documents, Court filings, and orders pertaining to the Agreement (including the motion for attorneys’ Fee & Cost Award upon its filing), shall be provided on the Settlement Website. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D hereto.

(e) *Additional Notice.* If the Notice Plan described in Paragraphs 4.1(b) and 4.1(c) does not reach at least 75% of the Settlement Class, or is not approved by the Court as complying with all Due Process requirements, the Parties, in conjunction with the Settlement Administrator, shall develop and seek approval by the Court of such additional Notice as is necessary to either reach at least 75% of the Settlement Class or satisfy the Court that all Due Process requirements are satisfied. Such additional Notice, if necessary, shall be funded from the Settlement Fund with no additional financial contribution by Defendant.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to opt out of, comment upon, and/or object to the Agreement or any of its terms. The Notice shall specify that any objection to the Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if the Student making the

objection files his notice on or before the Objection/ exclusion Deadline approved by the Court and specified in the Notice, and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Student represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service (or by operation of the Court's electronic filings system) to Class Counsel and Defendant's Counsel.

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

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

4.5 A Student in the Settlement Class may request to opt out of the Agreement and, therefore, of the Settlement Class by sending a written request postmarked to the Settlement Administrator on or before the Objection/Opt-Out Deadline approved by the Court and specified in the Notice. To exercise the right to opt out, a Student in the Settlement Class must timely send a written request to opt out to the Settlement Administrator providing his/her name and address, a signature, the name and number of the Action (*Barry v. University of Washington*, Case No. 120-2-13924-6 SEA in the Superior Court of the State of Washington for King County), and a statement that he wishes to opt out of (*i.e.*, be excluded from) the Settlement Class. To be valid, a request to opt out must be postmarked or received by the date specified in the Notice. A request to opt out that does not meet all of these requirements, or does not contain the foregoing required information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and any Students serving such an invalid opt out request shall be a Settlement Class Member and shall be bound as a Settlement Class Member by this Agreement, if approved. Any Student who validly elects to opt out from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request to opt out must be personally signed by each Student requesting to opt out. So-called “mass” or “class” requests to opt out shall not be allowed. A Student is not entitled to submit both a request to opt out and an objection. If a Student submits both request to opt out and an objection, the Settlement Administrator will send a letter (and email if an email address is available) that explains that the Student may not make both a request to opt out and an objection and that asks the Student to make a final decision whether to opt out from the Settlement Class or to object to the Agreement and to inform the Settlement Administrator of that decision within ten (10) days from the date of the postmark on the letter from the Settlement

Administrator. If the Student does not respond to that communication by letter postmarked or email sent within ten (10) days after the Settlement Administrator's letter was postmarked (or by the Objection/Opt-Out Deadline, whichever is later), the Student will be deemed to have chosen to opt out from the Settlement Class, and the Student's objection will not be considered, subject to the Court's discretion. A list of Students who have validly opted out shall be provided to and approved by the Court in connection with the motion for final approval of the Agreement.

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

4.7 Any Student who does not, in accordance with the terms and conditions of this Agreement, opt out from the Settlement Class will become a Settlement Class Member and will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing or maintaining any action of any kind whatsoever in any forum anywhere against any of the Released Parties concerning the Released Claims as set forth in Paragraphs 3.1-3.2.

4.8 All Notice costs incurred by the Settlement Administrator in performing its duties under this section shall be paid from the Settlement Fund.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices, and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide such reports and other information to the Court as the Court may require. The

Settlement Administrator shall provide Class Counsel and Defendant's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to notices to attorneys general, class notices or communications with the Settlement Class or with Settlement Class Members, telephone scripts, website postings or language or other communications with the Settlement Class or Settlement Class Members, at least seven (7) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis; and

(b) Receive objections and requests to opt out from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any objections, opt out forms, or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

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

5.3 Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective

designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Funds to Settlement Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

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

5.5 All settlement administration costs incurred by the Settlement Administrator in performing its duties under this section shall be paid from the Settlement Fund.

6. TERMINATION OF AGREEMENT.

6.1 Subject to Paragraphs 9.1-9.3 below, Defendant or the Class Representative on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing

written notice of the election to do so (“**Termination Notice**”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by any appellate court; or (v) the date upon which an Alternate Judgment, as defined in Paragraph 1.2 of this Agreement is modified or reversed in any material respect by any appellate court.

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

6.3 Should the Agreement terminate, the Settlement Fund, minus any notice or administration expenses already paid or incurred, will be returned to Defendant.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Within seven (7) days after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement, which shall, among other things, preliminarily approve the terms of the Agreement as being within the range of fair, adequate, and reasonable; appoint Settlement Class Counsel, the Settlement Class Representative, and the Settlement Administrator; approve the Notice for dissemination substantially in the form of Exhibits B, C, and D hereto; and enter a Preliminary Approval Order, which order shall set a Final Approval Hearing date. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications,

and expansions of the Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of this Agreement and do not limit or impair the rights of the Settlement Class or expand the obligations of Defendant.

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

7.3 After Notice is given, Plaintiffs shall seek, and Defendant will not oppose, a request to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Agreement, including all exhibits thereto;

(b) approve this Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare this Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the Agreement, the Settlement Class's right to object to or opt out of the proposed Agreement, and the Settlement Class's right to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive Notice; and (4) meets all applicable

requirements of the Washington Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

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

(e) dismiss the Action (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in this Agreement;

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

(g) permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit, arbitration, mediation, or other action in any jurisdiction anywhere that is based in whole or in part on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions not materially inconsistent with this Agreement, as the Court deems necessary and just.

8. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES; SERVICE AWARDS.

8.1 The amount of the Fee & Cost Award shall be determined by the Court based on petition from Class Counsel. Class Counsel agrees, with no consideration from Defendant, to limit their request for attorneys’ fees to no more than thirty percent (30%) of the Settlement Fund (*i.e.*, \$1,200,000.00), plus actual costs and/or expenses. Payment of the Fee & Cost Award shall be

made from the Settlement Fund, and, should the Court award less than the amount(s) sought by Class Counsel, the difference in the amount(s) sought and the amount(s) ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. The Parties agree that any award of attorneys' fees, costs, or expenses are committed to the sole discretion of the Court within the limitations set forth in this Paragraph. If the Court chooses, in its sole discretion, to award attorneys' fees and costs and/or a Service Award in any amount(s) lower than the amount(s) sought in the petition to be filed by Class Counsel, this Agreement shall remain fully enforceable and in force. Class Counsel shall file any petition for attorneys' fees, costs and expenses and Class Representative Service Award no later than fourteen (14) days before the Notice Date, and a copy of the petition shall be posted on the Settlement Website.

8.2 If approved by the Court, the Fee & Cost Award shall be payable by the Settlement Administrator within twenty-one (21) days after the Effective Date. Payment of the Fee & Cost Award shall be made from the Settlement Fund by wire transfer to Class Counsel, in accordance with wire instructions to be provided by Class Counsel, and completion of necessary forms, including but not limited to completed W-9 forms. Upon payment of the Fee & Cost Award, if and as awarded by the Court in its discretion, Class Counsel and Plaintiff's Counsel shall release and forever discharge the Released Parties from any claims, demands, actions, suits, causes of action, or other liabilities relating to any attorneys' fees, costs or expenses incurred in the Action. Class Counsel agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this Paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

8.3 The Class Representative shall request to be paid a Service Award in the amount of Seven Thousand Five Hundred dollars (\$7,500.00) from the Settlement Fund, in addition to any

recovery pursuant to this Agreement, in recognition of his efforts on behalf of the Settlement Class, subject to Court approval. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Any Service Award shall be paid from the Settlement Fund (in the form of a check to the Class Representative that is sent care of Class Counsel), within twenty-one (21) days after the Effective Date. If the Court chooses, in its sole discretion, to make an award to the Class Representative that is lower than the amount sought in the motion to be filed by Class Counsel, or if the Court chooses to make no such award, this Agreement shall remain fully enforceable and in force. In order to receive such payment, Class Representative must provide, sufficiently in advance of the deadline for the Settlement Administrator to process such payment, a completed W-9 form and such other documentation as may reasonably be required by the Settlement Administrator. The Class Representative agrees that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on any sums paid to them pursuant to this Paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a)** The Parties, Defendant's Counsel, Class Counsel, and Plaintiff's Counsel, have executed this Agreement;
- (b)** The Court has entered the Preliminary Approval Order;

(c) The Court has entered an order finally approving the Agreement, following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Washington Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects;

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

(e) Any appeals arising out of this Class Settlement are completed, including by objectors, or, if no appeal is pursued, the time period in which such appeal could be noticed has expired.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with the terms of the Agreement, then this Agreement shall be canceled and terminated subject to Paragraph 6 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that such other Party is in substantial compliance with the terms of this Agreement, may terminate this Agreement upon written notice to all of the Parties, except that any attempted termination of this Agreement after the Preliminary Approval Order is entered will not take effect without an order of the Court, and that this Agreement may not be terminated after Final Judgment is entered without an order of the Court vacating the Final Judgment or an order of any appellate court reversing or vacating the Final Judgment. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee & Cost Award and/or the Service Award set forth in Paragraph 8 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1-6.2 or 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be vacated by the Court, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal and ethical obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have

read and understand fully the above and foregoing Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or the Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding, or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the Settlement Fund or the Fee & Cost Award (except in connection with seeking approval of the settlement in the Action), or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, and as set forth above, considers it desirable to resolve the Action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in Defendant's best interests;

(b) is, may be deemed, or shall be used, offered, or received against any Released Party, as an admission, concession, or evidence of any fault, misrepresentation, or

omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Released Parties, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Released Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiff, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiff, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

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

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

10.7 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

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

10.9 This Agreement and its exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

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

10.11 Plaintiff represents and warrants that it has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that it is fully entitled to release the same.

10.12 Each counsel or other Person executing this Agreement, any of its exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

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

10.14 This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.15 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement. As part of the agreement to render services in connection with this Agreement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction. Any disputes between the Parties concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court for resolution.

10.16 This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Washington without giving effect to the State of Washington's conflict of laws provisions.

10.17 This Agreement is deemed to have been prepared by counsel for all Parties and as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.18 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

1. Steve W. Berman, Daniel J. Kurowski, and Whitney Siehl, Hagens Berman Sobol Shapiro LLP, 455 N. Cityfront Plaza Dr., Suite 2410, Chicago, IL 60611;
2. (Eddie) Jae K. Kim, Tiffine E. Malamphy, Lynch Carpenter LLP, 117 East Colorado Blvd., Suite 600, Pasadena, CA 91105;
3. Robert M. McKenna, Orrick, Herrington & Sutcliffe LLP, 401 Union Street, Suite 3300, Seattle, WA 98011-2668;
4. Karen G. Johnson-McKewan, Orrick, Herrington & Sutcliffe LLP, 405 Howard Street, San Francisco, CA 94105-2669; and
5. Marc R. Shapiro, Orrick, Herrington & Sutcliffe LLP, 51 West 52nd Street, New York, NY 10019-6142.

10.19 To the extent permitted by ethics rules, the Parties and their counsel and any other Person involved in this Agreement shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendant's Counsel from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Agreement, Preliminary Approval, Final Approval, and any objection to the Agreement's terms. Defendant

may also provide information about the Agreement to its attorneys, employees, accountants, members, partners, insurers, brokers, agents, and other Persons as required by applicable laws and regulations. This paragraph shall not be construed to limit the rights of the Parties or the Released Parties to enforce this Agreement in Court. This paragraph shall not be construed to limit the rights of the Parties or the Released Parties to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim as permitted by Paragraphs 10.4(c) and 10.15.

10.20 All Persons involved in the Agreement and settlement will be required to keep confidential any personal identifying information of Students and Class Members and any otherwise nonpublic financial information of Defendant.

10.21 Any documents or nonpublic information provided by Defendant to Class Counsel, Plaintiff, or Plaintiff's Counsel must be destroyed within twenty-eight (28) days of the Settlement Administrator completing the issuance of all Cash Awards, except insofar as Class Counsel shall have the right to retain any work product and, in the case of pleadings submitted to the Court, any exhibits to such pleadings.

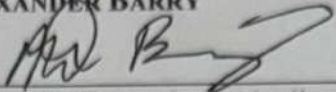
10.22 Defendant may communicate with the Settlement Class in the ordinary course of its operations. Defendant will refer inquiries from the Settlement Class regarding this Agreement and administration of the settlement to the Settlement Administrator or Class Counsel.

10.23 As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 1/31/25

ALEXANDER BARRY

By: 

Alexander Barry, individually and as representative
of the Settlement Class

Dated: _____

UNIVERSITY OF WASHINGTON

By: _____

Name: _____

Title: _____

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: _____

HAGENS BERMAN SOBOL SHAPIRO LLP

By: _____

Steve W. Berman
steve@hbsslaw.com
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Tel: (206) 623-7292

Daniel J. Kurowski
dank@hbsslaw.com
Whitney K. Siehl
whitneys@hbsslaw.com
HAGENS BERMAN SOBOL SHAPIRO LLP
455 N. Cityfront Plaza Dr., Suite 2410
Chicago, IL 60611
Tel: (708) 628-4949

Dated: _____

LYNCH CARPENTER LLP

By: _____
(Eddie) Jae K. Kim (pro hac vice)
Tiffine E. Malamphy (pro hac vice)
LYNCH CARPENTER LLP

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

ALEXANDER BARRY

By: _____

Alexander Barry, individually and as representative of the Settlement Class

Dated: 1/31/2025

UNIVERSITY OF WASHINGTON

By:  _____

Name: Andrew Biggs

Title: Director of Claims Services

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: _____

HAGENS BERMAN SOBOL SHAPIRO LLP

By: _____

Steve W. Berman
steve@hbsslaw.com
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
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Daniel J. Kurowski
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HAGENS BERMAN SOBOL SHAPIRO LLP
455 N. Cityfront Plaza Dr., Suite 2410
Chicago, IL 60611
Tel: (708) 628-4949

Dated: _____

LYNCH CARPENTER LLP

By: _____

(Eddie) Jae K. Kim (pro hac vice)
Tiffine E. Malamphy (pro hac vice)
LYNCH CARPENTER LLP

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

ALEXANDER BARRY

By: _____

Alexander Barry, individually and as representative
of the Settlement Class

Dated: _____

UNIVERSITY OF WASHINGTON

By: _____

Name: _____

Title: _____

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: January 31, 2025

HAGENS BERMAN SOBOL SHAPIRO LLP

By:  _____

Steve W. Berman
steve@hbsslaw.com
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Tel: (206) 623-7292

Daniel J. Kurowski
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Whitney K. Siehl
whitneys@hbsslaw.com
HAGENS BERMAN SOBOL SHAPIRO LLP
455 N. Cityfront Plaza Dr., Suite 2410
Chicago, IL 60611
Tel: (708) 628-4949

Dated: _____

LYNCH CARPENTER LLP

By: _____

(Eddie) Jae K. Kim (pro hac vice)
Tiffine E. Malamphy (pro hac vice)
LYNCH CARPENTER LLP

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

ALEXANDER BARRY

By: _____

Alexander Barry, individually and as representative
of the Settlement Class

Dated: _____

UNIVERSITY OF WASHINGTON

By: _____

Name: _____

Title: _____

AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:

Dated: _____

HAGENS BERMAN SOBOL SHAPIRO LLP

By: _____

Steve W. Berman
steve@hbsslaw.com
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Tel: (206) 623-7292

Daniel J. Kurowski
dank@hbsslaw.com
Whitney K. Siehl
whitneys@hbsslaw.com
HAGENS BERMAN SOBOL SHAPIRO LLP
455 N. Cityfront Plaza Dr., Suite 2410
Chicago, IL 60611
Tel: (708) 628-4949

Dated: 1/31/25

LYNCH CARPENTER LLP

By:  _____

(Eddie) Jae K. Kim (pro hac vice)
Tiffine E. Malamphy (pro hac vice)
LYNCH CARPENTER LLP

117 East Colorado Blvd., Suite 600
Pasadena, CA 91105
Tel: (626) 550-1250
Facsimile: (412) 231-0246
Email: ekim@lcllp.com
tiffine@lcllp.com

Class Counsel & Attorneys for Class Representative

AGREED AS TO ALL OBLIGATIONS OF PLAINTIFFS' COUNSEL:

Dated: January 31, 2025

STERLINGTON, PLLC

By:  _____

Edward W. Ciolko
One World Trade Center, 85th Floor
New York, NY 10007
Email: edward.ciolko@sterlingtonlaw.com

Attorneys for Plaintiff Alexander Barry

AGREED AS TO ALL OBLIGATIONS OF DEFENDANT'S COUNSEL:

Dated: _____

ORRICK, HERRINGTON & SUTCLIFFE, LLC

By: _____

Robert M. McKenna
401 Union Street, Suite 3300
Seattle, WA 98011-2668
Tel: (206) 839-4415

Attorneys for Defendant University of Washington

117 East Colorado Blvd., Suite 600
Pasadena, CA 91105
Tel: (626) 550-1250
Facsimile: (412) 231-0246
Email: ekim@lcllp.com
tiffine@lcllp.com

Class Counsel & Attorneys for Class Representative

AGREED AS TO ALL OBLIGATIONS OF PLAINTIFFS' COUNSEL:

Dated: _____

STERLINGTON, PLLC

By: _____

Edward W. Ciolko
One World Trade Center, 85th Floor
New York, NY 10007
Email: edward.ciolko@sterlingtonlaw.com

Attorneys for Plaintiff Alexander Barry

AGREED AS TO ALL OBLIGATIONS OF DEFENDANT'S COUNSEL:

Dated: Jan. 31, 2025

ORRICK, HERRINGTON & SUTCLIFFE, LLC

] 

Robert M. McKenna
401 Union Street, Suite 3300
Seattle, WA 98011-2668
Tel: (206) 839-4415

Attorneys for Defendant University of Washington

Exhibit A

University of Washington COVID Class Action Litigation Settlement Election Form

You are receiving this communication because our records indicate you are a member of the Settlement Class in *Barry v. University of Washington*, Case No. 20-2-13924-6 SEA.

Please complete and return this Election Form by [DATE] if you wish to: (i) receive your share of the Settlement by Venmo or PayPal, or (ii) update your mailing address to receive your share of the Settlement in the form of a check by first class mail.

You are not required to complete this Election Form in order to receive a Cash Award. If you do not complete and return this Election Form by [DATE], you will receive your share of the Settlement Fund in the form of a check sent to your last known mailing address. If you would like to update your mailing address please click [here].

OPTION ONE: RECEIVE CASH AWARD BY VENMO OR PAYPAL

Venmo Venmo Username: _____

PayPal PayPal Email: _____

OPTION TWO: RECEIVE CASH AWARD BY CHECK AT NEW ADDRESS

Check Mailing Address: _____

ELECTRONIC SIGNATURE

DATE

STUDENT ID #

Exhibit B

From: SettlementAdministrator@universityofwashingtoncovidlitigation.com
To: ClassMember@domain.com
Re: Legal Notice of University of Washington COVID Class Action Litigation Settlement

YOUR SETTLEMENT PERSONAL ID NUMBER IS: [XXXX]

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)

For more information, visit <https://www.universityofwashingtoncovidlitigation.com/>

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

¹ Definitions for terms used herein can be found in the Settlement Agreement available at <https://www.universityofwashingtoncovidlitigation.com/>

QUESTIONS? VISIT <https://www.universityofwashingtoncovidlitigation.com>

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 https://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 [address]. The deadline to change your payment options is DATE .
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 DATE .
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 DATE .
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement during the Final Approval Hearing on DATE .

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](https://www.universityofwashingtoncovidlitigation.com).

WHY IS THIS A CLASS ACTION?

QUESTIONS? VISIT <https://www.universityofwashingtoncovidlitigation.com>

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.

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

QUESTIONS? VISIT <https://www.universityofwashingtoncovidlitigation.com>

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 <https://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 [REDACTED], postmarked by [DATE]. 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. 120-2-13924-6 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 [DATE]. 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.

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

QUESTIONS? VISIT <https://www.universityofwashingtoncovidlitigation.com>

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 **DATE**. 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 **DATE**.

If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by **DATE**. 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 **DATE**. 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.

QUESTIONS? VISIT <https://www.universityofwashingtoncovidlitigation.com>

The Settlement Agreement is available at <https://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.

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 <https://www.universityofwashingtoncovidlitigation.com>, or you can call the Settlement Administrator toll-free at [REDACTED], 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 **DATE, 2025**, at **TIME 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, <https://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 <https://www.universityofwashingtoncovidlitigation.com>. If you have any questions, you can also contact

QUESTIONS? VISIT <https://www.universityofwashingtoncovidlitigation.com>

the Settlement Administrator at 1- [REDACTED] 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.

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.
HAGENS BERMAN SOBOL SHAPIRO LLP
455 N. Cityfront Plaza Drive, Suite 2410
Chicago, IL 60611
Telephone: (708) 628-4949
steve@hbsslaw.com
dank@hbsslaw.com
whitneys@hbsslaw.com

(Eddie) Jae K. Kim, Esq.
Tiffine E. Malamphy, Esq.
LYNCH CARPENTER LLP
117 East Colorado Blvd., Suite 600
Pasadena, CA 91105
Telephone: (626) 550-1250
ekim@lcllp.com
tiffine@lcllp.com

Exhibit C

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

UW'S RECORDS
INDICATE 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)
AND MAY BE
ENTITLED TO A
PAYMENT FROM A
CLASS ACTION
SETTLEMENT.

University of Washington Settlement
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

UW SETTLEMENT

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, 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.

Am I included in the Settlement Class? Our records reflect that you may be included in the Settlement Class. You are included in the Settlement Class if you 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) and have not previously elected to be excluded from the Class in this case.

What Can I Get? If approved by the Court, a Settlement Fund of \$4,000,000 has been established by UW to pay Cash Awards to Settlement Class Members, notice and administration expenses, approved Class Counsel’s fees and costs, and a Service Award to the named plaintiff. What remains of the \$4,000,000 million will be divided equally among the approximately 56,000 Settlement Class Members.

How Do I Get a Cash Award? Settlement Class Members will not need 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 to update their mailing address to receive a check, they may visit the Settlement Website to complete an Election Form to provide their Venmo or PayPal information or to update their mailing address.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator no later than [opt-out/objection deadline]. If you exclude yourself, you cannot get a Cash Award, but you keep any rights you may have to sue the Defendant over the legal issues in the Lawsuit. If you do not exclude yourself, you may object to the Settlement if you choose to do so. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed with the Court no later than [opt-out/objection deadline]. Specific instructions about how to object to or exclude yourself from the Settlement are available at <https://universityofwashingtoncovidlitigation.com>. If you do nothing and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments. In addition, your claims relating to causes of action asserted in this Lawsuit, or which could have been brought in this Lawsuit based upon the facts alleged regarding the Winter Quarter 2020 and/or Spring Quarter 2020 academic term(s) will be released. “Mass” or “class” objections or exclusions from the Class will not be allowed.

Who Represents Me? The Court has appointed Hagens Berman Sobol Shapiro LLP and Lynch Carpenter LLP to represent the Settlement Class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this Lawsuit, you may hire one at your expense.

When Will the Court Consider the Proposed 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 hear any proper objections related to the Settlement, consider any requests for an award of Class Counsel’s attorneys’ fees (not to exceed 30% of the total Settlement Fund), expenses, and any Service Award for the Plaintiff (not to exceed \$7,500) that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **DATE**, 2025, at **TIME** 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 on the Settlement Website, <https://universityofwashingtoncovidlitigation.com> and on the Court’s docket.

How Do I Get More Information? For more information, including a more detailed Notice, Claim Form, a copy of the Settlement Agreement and other documents, go to <https://universityofwashingtoncovidlitigation.com>, contact the settlement administrator at 1- - - or Settlement Administrator, [address], or call Class Counsel at 1-708-628-4949 or 1-626-550-1250.

University of Washington Settlement Administrator
c/o [Settlement Administrator]
PO Box 0000
City, ST 00000-0000

XXX

Exhibit D

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

¹ Definitions for terms used herein can be found in the Settlement Agreement available at <https://www.universityofwashingtoncovidlitigation.com/>

QUESTIONS? VISIT [https:// www.universityofwashingtoncovidlitigation.com](https://www.universityofwashingtoncovidlitigation.com)

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 https://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 [address]. The deadline to change your payment options is DATE .
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 DATE .
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 DATE .
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement during the Final Approval Hearing on DATE .

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](https://www.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.

QUESTIONS? VISIT [https:// www.universityofwashingtoncovidlitigation.com](https://www.universityofwashingtoncovidlitigation.com)

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.

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.

QUESTIONS? VISIT [https:// www.universityofwashingtoncovidlitigation.com](https://www.universityofwashingtoncovidlitigation.com)

(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 <https://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 [REDACTED], postmarked by [DATE]. 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. 120-2-13924-6 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 [DATE]. 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.

“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.

QUESTIONS? VISIT [https:// www.universityofwashingtoncovidlitigation.com](https://www.universityofwashingtoncovidlitigation.com)

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 **DATE**. 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 **DATE**.

If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by **DATE**. 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 **DATE**. 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 <https://www.universityofwashingtoncovidlitigation.com>. *The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with*

QUESTIONS? VISIT [https:// www.universityofwashingtoncovidlitigation.com](https://www.universityofwashingtoncovidlitigation.com)

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.

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 <https://www.universityofwashingtoncovidlitigation.com>, or you can call the Settlement Administrator toll-free at [REDACTED], 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 **DATE, 2025**, at **TIME 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, <https://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 <https://www.universityofwashingtoncovidlitigation.com>. If you have any questions, you can also contact the Settlement Administrator at 1-[REDACTED] or Class Counsel at the numbers or email addresses set forth below.

QUESTIONS? VISIT [https:// www.universityofwashingtoncovidlitigation.com](https://www.universityofwashingtoncovidlitigation.com)

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.

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.
HAGENS BERMAN SOBOL SHAPIRO LLP
455 N. Cityfront Plaza Drive, Suite 2410
Chicago, IL 60611
Telephone: (708) 628-4949
steve@hbsslaw.com
dank@hbsslaw.com
whitneys@hbsslaw.com

(Eddie) Jae K. Kim, Esq.
Tiffine E. Malamphy, Esq.
LYNCH CARPENTER LLP
117 East Colorado Blvd., Suite 600
Pasadena, CA 91105
Telephone: (626) 550-1250
ekim@lcllp.com
tiffine@lcllp.com

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