

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Shaffer et al. v. George Washington University et al., Case No. 1:20-cv-01145-RJL
(United States District Court for the District of Columbia)

PLEASE READ THIS NOTICE CAREFULLY. If you paid or incurred George Washington University tuition and/or fees during the Spring 2020 Semester, and the tuition and/or fees have not been refunded in their entirety, 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 United States District Court for the District of Columbia authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

1. Why did I get this Notice?

- A Settlement has been reached in a class action lawsuit between Defendant George Washington University et al. (“Defendant” or “GW”) and certain individuals who have alleged that they, and the Settlement Class Members,¹ are entitled to partial refunds of tuition and fees for the Spring 2020 Semester because GW transitioned to remote instruction in March 2020 amid the COVID-19 pandemic in accordance with District of Columbia legal mandates. The case is *Shaffer et al. v. George Washington University, et al.*, Case No. 1:20-cv-01145-RJL, in the United States District Court for the District of Columbia (the “Lawsuit”). The proposed Settlement is not an admission of wrongdoing by GW, and GW 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 and has conditionally certified the Settlement Class for purposes of settlement only. The settlement is subject to final approval by the court, and a hearing is scheduled for April 2, 2024.

- You are a member of the Settlement Class if you are a Student or a Payor who paid or incurred tuition and/or fees, to any Released Party, in connection with the Spring 2020 semester and whose tuition and/or fees have not been refunded in their entirety, and who is not excluded from the Settlement Class. But, you are not a Settlement Class Member if you opt out of the Settlement, if you did not pay any tuition and fees for the Spring 2020 Semester, i.e. tuition and fees were paid for by institutional aid, tuition benefits, federal/state/local grants, GI/Yellow Ribbon benefits, outside scholarships, and/or third-party sponsorships, or if you or the Student on whose behalf you paid tuition and/or fees were enrolled in GW’s entirely online or continuous enrollment programs at the start of the Spring 2020 semester.

- Under the Settlement Agreement, GW will pay \$5.4 million into a Settlement Fund. Some of that will go to Class Counsel for attorneys’ fees and expenses if the court awards them, some will go to class representatives as service awards, and some will pay for the costs of administering the settlement. What remains of the \$5.4 million will be divided equally among the approximately 18,000 Students in the Settlement Class (who do not request to be excluded (opt-out) of the Settlement) and paid as a Cash Award. Students in the Settlement Class do not need to take any action for the Student to receive their shares of the payment. Students in the Settlement Class will automatically receive their shares by check mailed to the Student’s last known mailing address. Alternatively, if they prefer to receive their share by Venmo or PayPal, or update their mailing address for mailing of a check, Settlement Class Members may visit the settlement website to complete an Election Form to provide

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

Questions? Call 1-888-302-6048 or visit www.GWSettlement.com.

their Venmo or PayPal information, or to update their mailing address. Any award will presumptively be paid to the Students in the Settlement Class. However, a Student and a Payor who made payments of tuition and fees on that Student’s behalf for the Spring 2020 semester may agree and communicate to the Settlement Administrator via a jointly filed Payor Payment Claim Form that the Cash Award for that Student should be paid to the Payor. In that instance, the Student will not receive a Cash Award. If a Student submits Payor Payment Claim Forms with multiple Payors, the Payor Payment Claim Forms will be rejected by the Settlement Administrator, and the Cash Award will be paid to the Student.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Students in the Settlement Class who do nothing automatically receive a payment by check to the Student’s last known mailing address as reflected in GW’s records after the Effective Date of the Settlement Agreement. You will give up any rights you may have to sue GW about the issues in this case.
CHANGE YOUR PAYMENT OPTIONS	Students in the Settlement Class may visit www.GWSettlement.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 a paper check. Settlement Class Members may also submit this information to the Settlement Administrator by mail at P.O. Box 2178, Portland, OR 97208-2178. Alternatively, a Student and a Payor who made payments of tuition and fees on that Student’s behalf for the Spring 2020 semester may agree and communicate to the Settlement Administrator via a jointly filed Payor Payment Claim Form that the Cash Award for that Student should be paid to the Payor. In that instance, the Student will not receive a Cash Award. The deadline to change your payment options is March 11, 2024 .
EXCLUDE YOURSELF	You will not receive your Cash Award, but you will retain any rights you may have to sue GW about the issues in this case. The deadline to exclude yourself is March 11, 2024 .
OBJECT	Write to the Court explaining why you don’t like the Settlement. If the Court approves the Settlement, you will be bound by the Court’s decision and the Settlement Agreement. The deadline to object to the settlement is March 11, 2024 .
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement during the Final Approval Hearing on April 2, 2024 .

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 case 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.

2. What is this Lawsuit about?

The lawsuit alleges that Students who attended GW during the Spring 2020 semester are entitled to partial refunds of tuition and fees because GW transitioned to remote instruction in March 2020 amid the COVID-19 pandemic in accordance with District of Columbia legal mandates. GW denies each

Questions? Call 1-888-302-6048 or visit www.GWSettlement.com.

and every allegation of wrongdoing, liability, and damages asserted, and GW denies that the claims in the Lawsuit would be appropriate for class treatment if the litigation proceeded through trial.

The Plaintiffs' Complaint, the Settlement Agreement, and other case-related documents are available on the Settlement Website, accessible at www.GWSettlement.com.

3. 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 "Settlement Class" or "Settlement Class Members." The Settlement, if finally approved by the Court, resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Plaintiffs and GW have determined that it is in their best interests to settle to avoid the expenses and uncertainties associated with continued litigation. This Settlement resolves all claims asserted in the case against GW and its affiliated persons and entities. The Plaintiffs and the attorneys for the Settlement Class believe the proposed settlement is in the best interests of the Class. The Settlement is not an admission of wrongdoing by GW and does not imply that there has been, or would be, any finding that GW violated any law if the case were to move forward. GW denies each and every allegation of wrongdoing and liability in the Lawsuit. The Court did not reach a decision on the merits of the Lawsuit. 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 the class, the Court must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that Settlement Class Members receive this Notice and have the opportunity to exclude themselves from 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.

5. Who is in the Settlement Class?

You are a member of the Settlement Class if you are a Student or a Payor who paid or incurred tuition and/or fees, to any Released Party, in connection with the Spring 2020 semester and whose tuition and/or fees have not been refunded in their entirety. Excluded from the Settlement Class are:

- (1) any Judge or Magistrate Judge presiding over this Action and members of their families;
- (2) the Defendant;
- (3) persons who properly execute and file a timely request for exclusion from the class;
- (4) the legal representatives, successors or assigns of any such excluded persons; and
- (5) GW Students or Payors who did not pay any tuition or fees for the Spring 2020 Semester, i.e. tuition and fees were paid for by institutional aid, tuition benefits, federal/state/local grants, GI/Yellow Ribbon benefits, outside scholarships, and/or third-party sponsorships; and
- (6) any persons enrolled in Defendant's entirely online or continuous enrollment programs at the start of the Spring 2020 Semester.

Questions? Call 1-888-302-6048 or visit www.GWSettlement.com.

6. What are my Options?

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

The \$5.4 million Settlement Fund, minus any attorneys' fee the court awards for Plaintiffs' counsel (addressed below), service awards for the four named Plaintiffs of up to \$10,000 each, and the costs of administering the settlement, will be divided equally among all Settlement Class Members. The parties expect the payment to be approximately **\$193** per Student. Students will not need to take any action to receive their share of the settlement. Students in the Settlement Class will automatically receive their Cash Award by check mailed to the Student's last known mailing address as reflected in GW's records. Alternatively, if they prefer to receive their share 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, those monies from uncashed checks will be deposited in the GW Cares Student Assistance Fund for the purpose of providing additional student aid. A Student and a Payor who made payments of tuition and fees on that Student's behalf for the Spring 2020 semester may agree and communicate to the Settlement Administrator via a jointly filed Payor Payment Claim Form that the Cash Award for that Student should be paid to the Payor. In that instance, the Student will not receive a Cash Award.

(2) Exclude Yourself ("Opt out" of the Settlement).

You may exclude yourself from 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 GW and the Released Parties (as that term is defined in the Settlement Agreement, available for review at www.GWSettlement.com), and you will be able to pursue whatever legal rights you may have by pursuing your own lawsuit against GW and the Released Parties at your own risk and expense.

To exclude yourself from the Settlement, you must mail a timely letter to the Settlement Administrator at P.O. Box 2178, Portland, OR 97208-2178, postmarked by **March 11, 2024**. Your request to be excluded from the Settlement must include the following:

- Your name and address;
- A statement that you want to be excluded from the Settlement Class for purposes of this Settlement in *Shaffer et al. v. George Washington University*, Case No. 1:20-cv-01145-RJL, in the United States District Court for the District of Columbia; and

If a Payor paid tuition and/or fees for the Spring 2020 semester in respect of any Student, both the Payor and the Student must sign the exclusion request in order for it to be valid. For a Student as to whom there is no Payor, only the Student is required to sign the exclusion request in order for it to be valid. You cannot ask to be excluded by phone or on the Settlement Website. You may opt out of the Settlement Class only for yourself; one may not purport to opt others out of the Settlement Class on a class or representative basis. "Mass" or "class" opt-outs will not be allowed. A valid exclusion request signed by both the Payor and the Student has the effect of excluding both the Payor and the Student from the Settlement Class. In that case, no Person shall be paid a Cash Award in respect of the Student.

(3) Object to the Settlement.

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part 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.

Questions? Call 1-888-302-6048 or visit www.GWSettlement.com.

To object, you must file your objection with the Court by **March 11, 2024**. 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.

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 **March 11, 2024**. You must also send a copy of your objection by mail, hand, or overnight delivery service (or by operation of the Court’s CM/ECF 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 the attorneys representing GW (Alan E. Schoenfeld, Wilmer Cutler Pickering Hale and Dorr LLP, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007), postmarked no later than **March 11, 2024**.

If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by **March 12, 2024**. 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 exclude yourself from 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 will be bound by the terms of the Settlement.

7. Compensation to Class Counsel and the Named Plaintiffs.

Class Representative Compensation. The Court may award reasonable service compensation to the Class Representatives for their service in the case, not to exceed Ten Thousand Dollars (\$10,000) each, which shall come from the Settlement Fund. Any such Court-ordered compensation 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 Representatives may receive as Settlement Class Members.

Class Counsel Attorneys’ Fees, Costs, and Expenses. The attorneys who brought the lawsuit (listed below) will ask the Court to award them attorneys’ fees, costs, and expenses not to exceed thirty-

Questions? Call 1-888-302-6048 or visit www.GWSettlement.com.

three percent (33%) of the Settlement Fund (\$1,782,000), 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 Class Representative awards will be filed with the Court and made available on the Settlement website no later than February 24, 2024. The Fee Award shall be payable by the Settlement Administrator from the Settlement Fund within twenty-one (21) business days after the Effective Date.

8. What Rights am I giving up in this Settlement?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against GW or the Released Parties about the issues in this case. 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 GW tuition, fees and/or costs paid or incurred by or on behalf of any Settlement Class Member in connection with the Spring 2020 Semester. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.GWSettlement.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.

9. When will I receive my Cash Payment?

Cash Awards will be distributed after the Court grants Final Approval to the Settlement. The parties cannot accurately predict when (or whether) the Court will grant Final Approval to 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 to the Settlement, and after any appeals are resolved, Cash Awards will be paid within 60 days.

Updated information about the case will be made available at www.GWSettlement.com, or you can call the Settlement Administrator toll-free at 1-888-302-6048, or contact Class Counsel at the information provided below.

10. 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 and arguments to the Settlement, as well as any requests for an award of attorneys' fees and expenses and Service Awards for the Plaintiffs that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **April 2, 2024, at 3:00 p.m. ET**, at the U.S. District Court for the District of Columbia, 333 Constitution Avenue N.W., Washington, D.C. 20001. The date and time of the Final Approval Hearing are subject to change by Court Order, and the hearing may be conducted remotely. Any changes, including instructions for how Settlement Class Members may attend the hearing if it is conducted virtually or by telephonic means, will be posted at the settlement website, www.GWSettlement.com, and on the Court's docket on PACER at <http://ecf.dcd.uscourts.gov>.

If the Settlement is given Final Approval, the Court will not make any determination as to the merits of the claims or defenses at issue. Instead, the Settlement's terms will take effect and the Lawsuit will

Questions? Call 1-888-302-6048 or visit www.GWSettlement.com.

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 the members of the Settlement Class.

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, Plaintiffs, GW, and Class Members will be in the same position as they were before the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and Plaintiffs and GW will continue to litigate the lawsuit. There can be no assurance that, if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

11. Where can I get additional information?

This Notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.GWSettlement.com. If you have any questions, you can also call the Settlement Administrator at 1-888-302-6048 or Class Counsel at the numbers or email addresses set forth below. Besides the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk.

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

12. Who represents The Class?

The Court has approved these 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
T: (708) 628-4949
steve@hbsslaw.com
dank@hbsslaw.com
whitneys@hbsslaw.com

Questions? Call 1-888-302-6048 or visit www.GWSettlement.com.