

WEBSITE NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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Sylvia Jones, John Ellis, et al. v. Administrators of the Tulane Educational Fund d/b/a The Tulane University of Louisiana a/k/a Tulane University, Civil Action No. 2:20-cv-2505-SM-MBN c/w 20-cv-2518-SM-MBN (United States District Court for the Eastern District of Louisiana)

PLEASE READ THIS NOTICE CAREFULLY if you were an enrolled student at Tulane who paid tuition, the Academic Service Fee, the Activity Fee, Campus Health Fee, and/or course fees to Tulane, or were credited with having paid such tuition and/or Mandatory Fees to Tulane for the Spring 2020 term/semester and were enrolled as of March 13, 2020.

The United States District Court for the Eastern District of Louisiana authorized this Notice. 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 Administrators of the Tulane Educational Fund d/b/a The Tulane University of Louisiana a/k/a Tulane University (“Tulane” or “Defendant”) and certain individuals who have alleged that they, and the Potential Settlement Class Members,¹ are entitled to partial refunds of tuition and fees for the Spring 2020 Semester because of Tulane’s evacuation from campus and temporary transition of in-person instruction as well as other educational services to a virtual environment beginning in March 2020 due to the COVID-19 pandemic and related state and local public health mandates and orders. The case is *Sylvia Jones, John Ellis, et al. v. Administrators of the Tulane Educational Fund d/b/a The Tulane University of Louisiana a/k/a Tulane University*, Civil Action No. 2:20-cv-2505-SM-MBN c/w 20-cv-2518-SM-MBN, in the United States District Court for the Eastern District of Louisiana (the “Action”). The proposed Settlement is not an admission of wrongdoing by Tulane, and Tulane denies all allegations of wrongdoing and disclaims all liability with regard to all claims in the Action. The Court has granted preliminary approval of the Settlement and has conditionally certified the Potential Settlement Class for purposes of settlement only.
- You are a member of the Potential Settlement Class if you were enrolled at Tulane during the Spring 2020 Semester as of March 13, 2020 and paid tuition, the Academic Service Fee, the Activity Fee, Campus Health Fee, and/or course fees to Tulane, or were credited with having paid such tuition and/or Mandatory Fees to Tulane for the Spring 2020 term/semester, and your tuition and fees have not been refunded in their entirety and you are not excluded from the Potential Settlement Class. But you are not member of the Potential Settlement Class if (1) you enrolled in online only classes at the beginning of the Spring 2020 Semester; (2) you received Gift Aid (i.e., any credit applied to your Spring 2020 balance, funded by an entity other than the student or natural person affiliated with the student, that the benefiting student is not obligated to repay, including, but not limited to, third-party scholarships and grants and Tulane-backed scholarships, tuition waivers, and grants) covering all tuition and Mandatory

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

Fees for the Spring 2020 Semester; (3) you left Tulane prior to March 14, 2020; (4) you opt out of the Settlement; or (5) you received a full scholarship from Tulane covering all Tulane tuition and Mandatory Fees or otherwise were not obligated to make any contributions, payments, or third-party arrangements towards tuition or Mandatory Fees for the Spring 2020 Semester.

- Under the Settlement Agreement, Tulane will pay \$3.65 million into a Settlement Fund. Some of that will go to Class Counsel for attorneys’ fees and expenses, some will go to class representatives as service awards, and some will pay for the costs of administering the settlement. What remains of the \$3.65 million will be divided among the approximately 10,500 Potential Settlement Class Members on a pro rata basis. Potential Settlement Class Members do not need to take any action to receive their shares of the payment. Potential Settlement Class Members will automatically receive their shares by check mailed to the Potential Settlement Class Member’s last known mailing address, if the Court ultimately approves the Settlement. Alternatively, if they prefer to receive their share by Venmo or PayPal or update their mailing address for mailing of a check, Potential 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	Potential Settlement Class Members who do nothing automatically receive a payment by check to the last known mailing address as reflected in Tulane’s records after the Effective Date of the Settlement Agreement. You will give up any rights you may have to sue Tulane about the issues in this case.
CHANGE YOUR PAYMENT OPTIONS	Potential Settlement Class Members may visit www.TulaneSettlement.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. Potential Settlement Class Members may also submit this information to the Settlement Administrator by mail at Tulane University Settlement Claims Administrator, P.O. Box 2715, c/o SSI, an Epiq Company, Portland, OR, 97208-2715.
EXCLUDE YOURSELF	You will not receive your cash award, but you will retain any rights you may have to sue Tulane about the issues in this case. The deadline to exclude yourself is Monday, February 3, 2025 .
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 Monday, February 3, 2025 .
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement during the Final Approval Hearing on Wednesday, April 30, 2025 .

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

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

WHAT IS THIS ACTION ABOUT?

The Action alleges that students who attended Tulane during the Spring 2020 Semester are entitled to partial refunds of tuition and fees as a result of Tulane’s temporary transition of in-person instruction and other educational services to a virtual environment beginning in March 2020 due to the COVID-19 pandemic and related state and local public health mandates and orders. Tulane denies each and every allegation of wrongdoing, liability, and damages asserted, and Tulane denies that the claims in the Action 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.TulaneSettlement.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 claims. These people together are a “Settlement Class” or “Potential Settlement Class Members.” The Settlement, if finally approved by the Court, resolves the issues for all Potential Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

The Plaintiffs and Tulane 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 Tulane and its affiliated persons and entities. The Plaintiffs and the attorneys for the Potential Settlement Class believe the proposed Settlement is in the best interests of the Class. The Settlement is not an admission of wrongdoing by Tulane and does not imply that there has been, or would be, any finding that Tulane violated any law if the case were to move forward. Tulane denies each and every allegation of wrongdoing and liability in the Action. The Court did not reach a decision on the merits of the Action or whether a class could be certified. 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 Potential Settlement Class for settlement purposes only, so that Potential Settlement Class Members receive this Notice and have the opportunity to exclude themselves from the Potential 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 Action will proceed as if there had been no settlement and no certification of the Potential Settlement Class.

WHO IS IN THE POTENTIAL SETTLEMENT CLASS?

You are a member of the Potential Settlement Class if you were if you were enrolled at Tulane during the Spring 2020 Semester as of March 13, 2020 and paid tuition, the Academic Service Fee, the Activity Fee, Campus Health Fee, and/or course fees to Tulane, or were credited with having paid such tuition and/or Mandatory Fees to Tulane for the Spring 2020 term/semester, and your tuition and fees have not been

refunded in their entirety, and you are not excluded from the Potential Settlement Class. Excluded from the Potential Settlement Class are:

- (1) students who, before March 13, 2020, enrolled exclusively in online classes at Tulane for the Spring 2020 Semester;
- (2) students who received Gift Aid covering all tuition and Mandatory Fees for the Spring 2020 Semester;
- (3) any District Judge or Magistrate Judge presiding over this Action and members of their families;
- (4) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees;
- (5) persons who properly execute and file a timely request for exclusion from the class; and
- (6) the legal representatives, successors or assigns of any such excluded persons.

WHAT ARE MY OPTIONS?

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

The \$3.65 million Settlement Fund, minus any attorneys' fee for Plaintiffs' counsel (addressed below), service awards for the two named Plaintiffs of up to \$15,000 total, and the costs of administering the settlement, will be divided pro rata among all Potential Settlement Class Members. Your estimated payment amount will be approximately **«EstAwardRounded»**. You will not need to take any action to receive your share of the Settlement. Potential Settlement Class Members will automatically receive their cash award by check mailed to the Potential Settlement Class Member's last known mailing address as reflected in Tulane'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 Potential Settlement Class Member fails to cash their cash award checks, those monies from uncashed checks will be deposited in Tulane's General Scholarship Fund and hardship financial aid funds at Tulane for the purpose of providing additional student aid.

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

To exclude yourself from the Settlement, you must mail, via First Class United States Mail, postage prepaid, a written, signed statement to the Settlement Administrator at Tulane University Settlement Claims Administrator P.O. Box 2715, c/o SSI, an Epiq Company, Portland, OR, 97208-2715 postmarked by **Monday, February 3, 2025**. Your request to be excluded from the Settlement must include your name and address, and a statement that you want to be excluded from the Potential Settlement Class for purposes of this Settlement in the Tulane Tuition & Fees COVID-19 Refund Litigation. You cannot ask to be excluded by phone. You may opt out of the Settlement Class only for yourself; one may not purport to opt others out

of the Potential Settlement Class on a class or representative basis. “Mass” or “class” opt-outs will not be allowed.

(3) Object to the Settlement.

If you are a Potential Settlement Class Member (and do not exclude yourself from the Potential 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 Potential 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 **Monday, February 3, 2025**. Your objection must include the following:

- Your name and address;
- An explanation of the basis upon which you claim to be a Potential 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 may 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 **Monday, February 3, 2025**. You must also send a copy of your objection by mail, hand, or overnight delivery service to the attorneys representing the Settlement Claims Administrator at Tulane University Settlement Claims Administrator P.O. Box 2715, c/o SSI, an Epiq Company, Portland, OR, 97208-2715 , or Class Counsel, including Michael A. Tompkins of Leeds Brown Law, P.C., postmarked no later than **Monday, February 3, 2025**.

If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by **Monday, February 3, 2025**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you 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.

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 Fifteen Thousand Dollars (\$15,000) total, which shall come from the Settlement Fund. This shall be in addition to any cash award that the Class Representatives may receive as Potential Settlement Class Members.

Class Counsel Attorneys' Fees, Costs, and Expenses. The attorneys who brought the Action (listed below) will ask the Court to award them attorneys' fees not to exceed thirty-three percent (33 1/3 %) of the Settlement Fund (\$1,215,450.00) plus reimbursement of costs and expenses in an amount not to exceed \$215,000.00 dollars, for the time, expense and effort expended in investigating the facts, conducting the litigation, and negotiating the Settlement.

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 Tulane 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 Tulane's actions, inactions, decisions, and/or indecisions with respect to COVID-19 in the Spring 2020 Semester, Summer 2020 Semester, and Fall 2020 Semester including transitioning from in-person instruction, educational services, campus events, and other Tulane services to a remote format, including but not limited to all claims that were brought or could have been brought in the Action by Releasing Parties relating to any and all of the Released Parties. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.TulaneSettlement.com. *The Settlement Agreement provides more detail regarding the Released Claims, Released Parties, and Releasing Parties 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 Potential 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 PAYMENT?

Cash awards will be distributed if and 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 likely be paid within 60 to 90 days.

Updated information about the case will be made available at www.TulaneSettlement.com or you can call the Settlement Administrator at (833) 784-2424 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 Potential 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 **Wednesday, April 30, 2025, at 10:00 a.m. CT**, at the U.S. District Court for the Eastern District of Louisiana, 500 Poydras Street, Courtroom C316, New Orleans, Louisiana 70130. 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 Potential Settlement Class Members may attend the hearing if it is conducted virtually or by telephonic means, will be posted at the Settlement Website, www.TulaneSettlement.com and on the Court's docket on PACER at <https://pacer.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 Action will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement to achieve an early and certain resolution to the Action, so it provides specific and valuable benefits to the members of the Potential 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, Tulane, 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 Tulane will continue to litigate the Action. There can be no assurance that, if the Settlement is not approved, the Potential Settlement Class 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 Settlement Agreement which, along with other documents, can be obtained at www.TulaneSettlement.com. If you have any questions, you can also call the Settlement Administrator at (833) 784-2424 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 Tulane about this case. They cannot give you advice on your options.

WHO REPRESENTS THE CLASS?

The Court has approved these attorneys to represent the Potential 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.

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You can also speak to local and liaison counsel for Plaintiffs and the Class by calling or emailing Andrew Lemmon, Esq. at (985) 783-6789, andrew@lemmonlawfirm.com, and 5301 Canal Boulevard, New Orleans, LA, 70124.