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FILED
ALAMEDA COUNTY

NOV 07 2023

CLERK OF THE SUPERIOR COURT

By *[Signature]* Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA**

WILLA CORDREY, JENNY VARNER,
CLARA MACKENZIE, JOYA SAXENA,
AND SAVANNAH MCCOY, individually
and on behalf of the putative class, and on
behalf of the general public,

Plaintiffs,

vs.

MILLS COLLEGE, NORTHEASTERN
UNIVERSITY, and DOES 1-50,

Defendants.

Case No. 22CV011159

**[~~proposed~~] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 The Parties came for hearing on Plaintiffs' Motion for Preliminary Approval of Class
2 Action Settlement, on November 7th at 3:00PM in the Superior Court of the State of
3 California in and for the County of Alameda, Department 23, the Honorable Brad Seligman
4 presiding. The Court, having considered the papers submitted in support of Plaintiffs'
5 motion and arguments submitted therewith, HEREBY ORDERS THE FOLLOWING:

6 1. To the extent the terms in this Order are defined in the Class Action Settlement
7 Agreement and Release ("Settlement") submitted to the Court as Exhibit A to the October 17,
8 2023 Declaration of Attorney Matthew C. Helland ("Helland Declaration") and attached
9 hereto as Exhibit 1, such terms shall have the same meanings in this Order as in the Settlement.

10 2. For settlement purposes only, the Court grants class certification to the proposed
11 Class, defined as "anyone who is a member of the Enrolled Students Subclass, the Prospective
12 Students Subclass, and the Mediation Disclosure Subclass, as alleged in the First Amended
13 Complaint" (the latter is hereby deemed filed), consisting of the 408 Class Members listed in
14 Exhibit A to the Settlement.

15 3. For settlement purposes only, the Court appoints named Plaintiffs Willa
16 Cordrey, Jenny Varner, Clara Mackenzie, Joya Saxena, and Savannah Mccoy as Class
17 Representatives and appoints Bryan Schwartz and Renato Flores of Bryan Schwartz Law, P.C.,
18 and Matthew Helland and Jasjit Mundh of Nichols Kaster, LLP, as Class Counsel. I find
19 counsel are experienced in representing plaintiffs in such matters. I find the named Plaintiffs
20 have no known conflicts with the Class and met the class definition during the relevant period.

21 4. The Court grants preliminary approval of the Settlement based upon the terms
22 set forth in the Class Action Settlement Agreement and Release, the Schwartz and Helland
23 Declaration and Supplemental Helland Declaration in support of the agreement, and all of the
24 briefing and information submitted in this case to date. The proposed settlement falls within
25 the "the realistic range of outcomes of the litigation," such that sending notice to the class of
26 the settlement's terms and holding a final fairness hearing are worthwhile. *Munoz v. BCI*
27 *Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal. App. 4th 399, 408-09 (2010).

1 5. The Settlement is supported by the recommendation of counsel and was
2 negotiated at arm's length, and is thus presumptively valid, subject to any objections that may
3 be raised at the final fairness hearing, and to final approval by this Court.

4 6. A final fairness hearing on whether the proposed Settlement, the attorneys' fees
5 to Class Counsel, the Class Representative's enhancement payment, and the *cypres* recipient
6 should be approved as fair, reasonable, and adequate as to the members of the Settlement
7 Class will be held on March 12, 2024 at 3:00 p.m. in the Courtroom of the Honorable Brad
8 Seligman, Department 23, in the Superior Court of the State of California in and for the
9 County of Alameda.

10 7. The Court approves, as to form and content, the Notice of Class Action
11 Settlement attached as Exhibit D to the Supplemental Helland Declaration, and attached hereto
12 as Exhibit 2. The Court approves the procedure for Class Members to participate in, object to,
13 and opt-out of the Settlement as set forth in the Notice.

14 8. The Court directs the mailing and emailing of the Notices in accordance with the
15 Settlement and implementation schedule set forth below. The Court finds that the dates
16 selected for the mailing and distribution of the Notice meet the requirements of due process,
17 provide the
18 best notice practicable under the circumstances, and shall constitute due and sufficient notice
19 to all persons entitled to notice of the proposed settlement.

20 9. The Court appoints Epiq as the Settlement Administrator, since counsel
21 represents the company has experience in similar matters and since Defendant is absorbing
22 the cost of administration apart from the settlement common fund.

23 10. The Court orders the following implementation schedule for further
24 proceedings:

- 25 • Deadline for Defendant to provide Class List to the settlement administrator:
26 November 17, 2023 (10 calendar days after preliminary approval order
27 signed);
- 28 • Deadline to mail and email Notice to Class: December 7, 2023 (thirty days

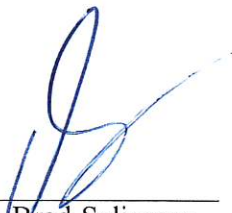
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after preliminary approval order signed);

- Deadline for Class Members to opt out of Settlement: January 22, 2024 (first court day after 45 days following Notice mailing);
- Deadline for submission of written objections to Claims Administrator (via mail or email; mailed disputes must be postmarked this date and emailed disputes must be timestamped by this date): February 2, 2024 (39 calendar days before the final approval hearing);
- Deadline for Class Counsel to file any written objections received: February 16, 2024 (25 calendar days before final approval hearing);
- Deadline to file Motion for Final Approval: February 16, 2024 (16 court days prior to Final Approval Hearing);
- Final Approval Hearing: March 12, 2024 at 3:00 p.m.

IT IS SO ORDERED.

DATE: November 7, 2023



Hon. Brad Seligman

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Willa Cordrey, Jenny Varner, Clara MacKenzie, Joya Saxena, and Savannah McCoy (hereafter referred to collectively as “Plaintiffs” or “Class Representatives”), on behalf of themselves and all others similarly situated, by and through their counsel, and Defendants Mills College (“Mills”) and Northeastern University (“Northeastern”) (together “Defendants”), by and through their counsel, enter into this Class Action Settlement Agreement and Release (“Agreement”), subject to the approval of the Court. Plaintiffs and Defendants (together “Parties”) in consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, stipulate and agree as follows:

1. RECITALS

This Agreement is made by the Parties, with reference to the following facts:

1.1. WHEREAS, on or about May 16, 2022, Plaintiffs Cordrey and Varner (“Original Plaintiffs”) commenced a putative class action against Mills by filing a Class Action Complaint in the Superior Court of the State of California for the County of Alameda, captioned *Willa Cordrey and Jenny Varner, individually and on behalf of the putative class, and on behalf of the general public, v. Mills College and DOES 1-50*, Case No. 22CV011159 (the “Action”). The Action was assigned to the Honorable Brad Seligman, Judge Presiding in Department 23. The Original Plaintiffs alleged that Mills misrepresented certain facts and circumstances to its current and incoming students prior to and in connection with its announcement that Mills would merge with Northeastern. The initial Complaint asserted three causes of action against Mills for (1) violation of the California Unfair Competition Law (“UCL”) (Cal. Bus. & Prof. Code § 17200, *et seq.*); (2) violation of the California False Advertising Law (“FAL”) (Cal. Bus. & Prof. Code § 17500, *et seq.*); and (3) negligent misrepresentation.

1.2. WHEREAS, on or about July 1, 2022, Mills Answered the initial Complaint generally denying all allegations pursuant to California Civil Code of Procedure § 431.30(d) and asserting various affirmative defenses.

1.3. WHEREAS, on or about August 12, 2022, the Original Plaintiffs stated that they intended to file an amended complaint and their counsel provided a proposed First Amended Class Action Complaint (“PFAC”) to Defendants. The PFAC added Clara MacKenzie as a named plaintiff, added Northeastern as a defendant, and asserted four causes of action for (1) violation of the UCL; (2) violation of the FAL; (3) violation of the California Consumer Legal Remedies Act (“CLRA”) (Cal. Civ. Code § 1750, *et seq.*); and (4) negligent misrepresentation. The PFAC alleged two classes: (1) the Enrolled Students Class, which was defined as “All persons enrolled at Mills on March 17, 2021, and who re-enrolled at Mills for fall 2021 semester” and, (2) the Prospective Students Class, which was defined as “All persons who were admitted to Mills in spring 2021 and who enrolled at Mills for the fall 2021 semester.”

1.4. WHEREAS, the Parties agreed to stay the Action, including the filing of the PFAC, to participate in a mediation.

1.5. WHEREAS, Plaintiffs requested and Defendants agreed to provide contact information for the approximately 780 putative class members as defined in the PFAC to a third-

party administrator so a *Belaire* notice could be sent to inform the putative class members that Plaintiffs were seeking their names and consumer identifying information, and to afford them an opportunity to opt-out of such disclosure. Because of confidentiality flags or lack of contact information for individual students, the list provided to the third-party *Belaire* notice administrator consisted of contact information for 771 putative class members. There were approximately eight (8) putative class members who requested to opt-out of being contacted by Plaintiffs' counsel. Their names are redacted, as applicable, in Exhibit A hereto.

1.6. WHEREAS, the Parties participated in two in-person mediations—the first on October 27, 2022 and a second mediation on May 18, 2023—with the Hon. James Ware (Ret.) of JAMS during which they explored and discussed at length the factual and legal issues in the Action and following significant arms-length settlement negotiations, agreed to the material terms of a proposed class settlement.

1.7. WHEREAS, Class Counsel has undertaken a thorough investigation, including contacting several putative class members, with 99 of them providing information regarding their claimed damages and consenting to the disclosure of their circumstances to Defendants (“Mediation Disclosure Subclass Members”).

1.8. WHEREAS, as a result of the investigations detailed in paragraph 1.7 herein, Plaintiffs proposed to narrow the two class definitions alleged in the PFAC to exclude individuals classified as “no degree” students as well as students who graduated with a Mills degree in 2021 or 2022, which results in a proposed Settlement Class that includes approximately 408 students (including the 99 Mediation Disclosure Subclass Members, some of whom were not within these narrowed definitions but who should nonetheless be included in any settlement.)

1.9. WHEREAS, the Parties desire to compromise and settle all issues, claims and/or facts asserted in this Action or that could have been asserted based upon the facts alleged in this Action by or on behalf of Plaintiffs, the Mediation Disclosure Subclass Members, and other members of the two narrowed putative classes.

1.10. WHEREAS, prior to executing this Agreement, Plaintiffs, by and through Class Counsel, have (a) made a thorough investigation of the facts and circumstances surrounding the allegations asserted in this Action; (b) engaged in investigation of the claims asserted in this Action including interviewing putative class members; and (c) evaluated and considered the law applicable to the claims, including the defenses that Defendants would assert.

1.11. WHEREAS, Defendants do not believe Plaintiffs' claims are meritorious and have denied and continue to deny any and all allegations and claims made by Plaintiffs in the Complaint, the PFAC, and the forthcoming First Amended Complaint (“FAC”). Defendants deny that they are legally responsible or liable to Plaintiffs or any putative class member for any of the matters asserted in this Action, but have concluded that settlement is desirable to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve all pending and potential claims of Plaintiffs, Plaintiffs' Counsel's other clients in connection with this Action, and other members of the putative classes relating to claims which were or could have been asserted in this Action.

1.12. WHEREAS, Class Counsel is experienced in class litigation, recognizes the costs and risks of prosecution of this Action, and believes that it is in Plaintiffs' interest, and the interest of all putative class members, to resolve this Action, and any and all claims against Defendants arising from the conduct alleged in the Action.

1.13. WHEREAS, the Parties agree that the proposed settlement is fair, adequate and reasonable, offers significant benefits and is in the best interest of putative class members and, on this basis, agree to this Settlement on the following terms.

2. DEFINITIONS

The following terms have the meanings set forth below. Where appropriate, terms used in the singular will be deemed to include the plural and vice versa.

2.1. **Agreement.** "Agreement" means this Class Action Settlement Agreement and Release.

2.2. **Action.** "Action" means *Cordrey et al. v. Mills College, et al.*, California Superior Court for the County of Alameda Case No. 22CV011159.

2.3. **Class.** "Class" means anyone who is a member of the Enrolled Students Subclass, the Prospective Students Subclass, and the Mediation Disclosure Subclass, as alleged in the First Amended Complaint to be filed concurrently with Plaintiffs' Motion for Preliminary Approval of Class Settlement.

2.4. **Class Counsel.** "Class Counsel" means:

Bryan Schwartz
Renato Flores
Bryan Schwartz Law, P.C.
180 Grand Avenue Suite 1380
Oakland, CA 94612
Phone Number: (510) 444-9300
Fax Number: (510) 444-9301
Email: Bryan@BryanSchwartzLaw.com
Renato@BryanSchwartzLaw.com

Matthew C. Helland
Jasjit Mundh
Nichols Kaster, LLP
235 Montgomery St., Suite 810
San Francisco, CA 94104
Phone Number: (415) 277-7235
Fax Number: (415) 277-7238
Email: helland@nka.com
JMundh@nka.com

2.5. **Class Counsel's Fees and Expenses.** "Class Counsel's Fees and Expenses" means the reasonable attorneys' fees and expenses of Class Counsel that they will apply for to be paid from the Settlement Fund, subject to approval of the Court.

2.6. **Class Member.** "Class Member" means each person listed on **Exhibit A** as a member of the Enrolled Students Subclass, the Prospective Students Subclass and/or the Mediation Disclosure Subclass. Exhibit A represents the Parties' best attempt to list each person who falls within the settlement class.

2.7. **Class Notice.** "Class Notice" means the Court-approved notice substantially similar to **Exhibit B** hereto, mutually prepared and agreed upon by the Parties, informing the Class of, among other things, (i) the preliminary approval of this Agreement; (ii) the scheduling of the Final Approval Hearing; (iii) their opportunity to object to, or exclude themselves from this Agreement; and (iv) benefits generally available to Settlement Class Members under the Agreement.

2.8. **Class Representatives.** "Class Representatives" means Willa Cordrey, Jenny Varner, Clara MacKenzie, Joya Saxena, and Savannah McCoy.

2.9. **Court.** "Court" means the Superior Court for the State of California, County of Alameda, Department 23 located at Administration Building, 1221 Oak Street, Oakland, CA 94612.

2.10. **Defendants.** "Defendants" mean Mills College and Northeastern University.

2.11. **Defense Counsel.** "Defense Counsel" means:

Eric Y. Kizirian
Danielle E. Stierna
Lewis Brisbois Bisgaard & Smith LLP
633 West 5th Street, Suite 4000
Los Angeles, CA 90071
Main: (213) 250-1800
Fax: (213) 250-7900
Eric.Kizirian@lewisbrisbois.com
Danielle.Stierna@lewisbrisbois.com

2.12. **Effective Date of Class Settlement.** "Effective Date of Class Settlement" means the day after the date on which any rights to appeal the trial court's order granting final approval to the settlement expire or, in the event of an appeal, the date on which all appeals are finally decided or terminated. If there are no objectors to the settlement, the Effective Date of Class Settlement is the day after the court enters its final approval order.

2.13. **Enhancement Award.** "Enhancement Award" is the monetary amount approved by the Court (if any), to be paid to Plaintiffs from the Settlement Fund for serving as named plaintiffs in the Action.

2.14. **Enrolled Students Subclass.** The “Enrolled Students Subclass” is defined to mean:

“All persons enrolled at Mills on March 17, 2021, and who re-enrolled at Mills for the fall 2021 semester, excluding students who graduated with a degree from Mills in 2021 or 2022 or who were designated as No Degree students in Mills’ records.”

Exhibit “A” includes a list of the 206 individuals identified by the Parties’ best efforts as members of this subclass.

2.15. **Final Approval Hearing.** “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and Judgment.

2.16. **Final Approval Order.** “Final Approval Order” means the order of the Court that approves this Agreement and makes such other final rulings as are contemplated by this Agreement.

2.17. **Judgment.** “Judgment” refers to the Judgment to be entered in this action following final approval of this Agreement.

2.18. **Mediation Disclosure Subclass.** The “Mediation Disclosure Subclass” is defined to mean:

“All persons enrolled at Mills on March 17, 2021 or who were admitted to Mills in spring 2021, and who enrolled at Mills for the fall 2021 semester who consented to the disclosure of the facts of their claims and circumstances for purposes of mediation.”

Exhibit “A” includes a list of the 99 members that are part of this subclass.

2.19. **Net Settlement Amount.** “Net Settlement Amount” means the Settlement Fund minus Court approved attorney’s fees and costs to be paid to Class Counsel, and minus other sums, if any, that the Court authorizes to be paid from the Settlement Fund including any Enhancement Awards.

2.20. **Parties.** “Parties” means the Plaintiffs and the Defendants Mills College and Northeastern University.

2.21. **Plaintiffs.** “Plaintiffs” means Willa Cordrey, Jenny Varner, Clara MacKenzie, Joya Saxena, and Savannah McCoy.

2.22. **Preliminary Approval Order.** “Preliminary Approval Order” means the order of the Court preliminarily approving this Agreement.

2.23. **Prospective Students Subclass.** The “Prospective Students Subclass” is defined to mean:

“All persons who were admitted to Mills in spring 2021, and who enrolled at Mills for the fall 2021 semester, excluding students who graduated with a degree from Mills in 2021 or 2022 or who were designated as No Degree students in Mills’ records.”

Exhibit “A” includes a list of the 197 individuals identified by the Parties’ best efforts as members of this subclass.

2.24. **Released Parties.** “Released Parties” means Mills College, Northeastern University, their parents, subsidiaries, and related entities and their past and present partners, members, owners, shareholders, officers, directors, employees, independent contractors, agents, attorneys, insurers, predecessors in interest, successors in interest, and every other person or entity that acted on their behalf and/or was involved in the facts and conduct giving rise to the claims in this Action. If there is any question about the interpretation and application of this provision, the Parties agree that “Released Parties” is to be interpreted broadly so as to provide a global release of all claims and end all actual or potential litigation that any Class Member has or may have against Mills or Northeastern University based on the facts or circumstances giving rise to the Action.

2.25. **Settlement Administrator.** “Settlement Administrator” means the class action settlement administrator that, subject to Court approval, will be retained to distribute the Settlement Fund, effectuate the notice procedure, and provide the other services this Agreement provides for the Settlement Administrator.

2.26. **Settlement Class Member.** “Settlement Class Member” means every Class Member who does not timely opt-out of participation in this settlement as provided in this Agreement.

2.27. **Settlement Fund.** “Settlement Fund” is the fund comprised of the Settlement Sum and held by the Settlement Administrator to be used for the payment of Class Counsel’s Fees and Expenses, Enhancement Awards, and amounts to the Settlement Class Members.

2.28. **Settlement Sum.** “Settlement Sum” means the total amount of one million two hundred fifty thousand dollars (\$1,250,000) that Defendants will pay to establish the Settlement Fund. The Settlement Sum does not include amounts to be paid by Defendants to the Settlement Administrator, which will be invoiced as incurred and that will be paid separately in an amount not to exceed one hundred fifty thousand dollars (\$150,000).

3. **REQUIRED EVENTS**

Promptly after execution of this Agreement by all Parties:

3.1. The Parties will take all reasonable and necessary steps to obtain entry of the Preliminary Approval Order and obtain entry of the Final Approval Order.

3.2. Plaintiffs will file a FAC concurrently with Plaintiffs’ Motion for Preliminary Approval of Class Settlement, that adds Clara MacKenzie, Joya Saxena and Savannah McCoy as named plaintiffs, adds Northeastern as a named defendant, adds a cause of action under the

CLRA, adjusts the class definition, and that otherwise conforms the pleadings to this Agreement. The Parties agree that Defendants need not formally respond to the FAC once it is filed. Class Counsel will prepare and file all documents in connection with the FAC, the motion for preliminary approval, and the motion for final approval of this Agreement, allowing Defense Counsel an opportunity for review and comment. Class Counsel shall provide Defense Counsel with a reasonable amount of time for review, not less than five business days.

3.3. Upon issuance of the Final Approval Order, Defendants will deposit the Settlement Sum into the Settlement Fund within thirty (30) days of the entry of such order, Defendants will separately pay up to one hundred fifty thousand dollars (\$150,000), as actually incurred and invoiced by the Settlement Administrator, for settlement administration costs. The Settlement Sum is non-reversionary *except* as set forth in paragraph 3.6 herein.

3.4. In the event the Court does not issue the Preliminary Approval Order, or does not issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Agreement, to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Agreement is void with each party returning to their respective pre-settlement posture, excepting Northeastern University's role as a named Defendant and Joya Saxena and Savannah McCoy's role as named Plaintiffs in the Action, and without prejudice or waiver to any party's pre-settlement position on any legal or factual issue.

3.5. The Parties acknowledge that prompt approval, consummation, and implementation of this Agreement is essential. The Parties will cooperate with each other in good faith to effectuate this Agreement, will promptly perform their respective obligations and will promptly take all actions and execute and deliver any and all additional documents and all other materials and information reasonably necessary or appropriate to carry out the terms of this Agreement and the contemplated transactions.

3.6. In the event this Agreement fails to proceed to the entry of the Final Approval Order, including entry of a Final Approval Order that withstands any appeal, then the Settlement Administrator shall refund the Settlement Sum in full to the Defendants within ten (10) calendar days. Any reasonable costs incurred by the Settlement Administrator shall be invoiced to Defendants separately and shall not be paid out of the Settlement Fund.

3.7. It is anticipated that with the entry of the Final Approval Order, the Court will enter Judgment in this Action substantially as provided by the proposed Judgment attached to this Agreement as **Exhibit C**.

4. SETTLEMENT PAYMENTS

4.1. Distribution of the Settlement Fund: The Settlement Sum will be distributed in the order and manner listed below, as follows:

a. **Payment of Class Counsels' Fees and Expenses:** Class Counsel will apply to the Court for the payment of Class Counsels' Fees equal to 45% of the common fund (\$562,500), and Expenses not to exceed \$25,000. Defendants take no position as to the appropriateness of the Class Counsels' Fees and Expenses amount claimed by Class Counsel. The Parties expressly agree, however, that the Court's approval or denial as to any specific amount of Class Counsel

Fees and Expenses are not material conditions to this Agreement, and are to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the Agreement. Any order or proceeding relating to the application by Class Counsel of Class Counsel's Fees and Expenses shall not operate to terminate or cancel this Agreement. If Class Counsel appeal any denial of fees or costs, the un-awarded fees/costs that are subject to the appeal will remain in trust until such time as the appeal is resolved, and the unchallenged remainder of the settlement (including all fees-costs actually awarded) will be distributed based upon the Court's approval. Class Counsel's Fees and Expenses approved by the Court will be deducted from the Settlement Fund and paid to Class Counsel as directed by the Court. To the extent the Court awards (and, if an appeal is filed, an appeal affirms) less than the amounts requested by Class Counsel, the remaining amount will be redistributed among class members who participate on a *pro rata* basis at Class Counsel's expense. Court-approved Class Counsel Fees and Expenses will be paid within thirty (30) days of the Effective Date of Class Settlement.

b. **Payment of Court-Approved Enhancement Award(s):** Class Representatives will ask that the Court award up to \$7,500 as an Enhancement Award to each Plaintiff for their roles as Class Representatives in the Action. Defendants take no position as the appropriateness of the amounts to be requested by Plaintiffs for Enhancement Awards. Enhancement awards approved by the Court will be deducted from the Settlement Fund and paid to Class Representatives as directed by the Court. The Parties expressly agree that the Court's approval or denial of any request for an enhancement payment is not a material condition to this agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Class Counsel of an individual's enhancement shall not operate to terminate or cancel this agreement. If Class Counsel appeal any denial of these enhancements the un-awarded enhancement that is subject to the appeal will remain in trust until such time as the appeal is resolved, and the unchallenged remainder of the settlement (including the enhancement actually awarded) will be distributed based upon the Court's approval. To the extent the Court awards (and, if an appeal is filed, an appeal affirms) less than the amount of the requested enhancement, the remaining amount will be redistributed amongst class members who participate on a *pro rata* basis. Court-approved Enhancement Awards will be paid within thirty (30) days of the Effective Date of Class Settlement.

c. **Payments to Settlement Class Members.** Class Members who do not opt out of the Settlement will receive a pro-rata share of the Net Settlement Amount. Such payments will be made automatically by the Claims Administrator, by check, once the Net Settlement Amount is determined. Class Counsel will determine the allocation formula based upon their assessment of litigation risk for particular Class Members/groups of Class Members. Class Notices will notify Class Members of their opportunity to opt out, indicating the minimum settlement allocation each Class Member can expect to receive, which can increase *pro rata* as discussed *infra, e.g.*, if certain Class Members do not cash their settlement checks or opt out of the Class. Those in the Mediation Disclosure Subclass will receive an increased allocation because of their direct participation in the mediation, including disclosure of their personal circumstances, and willingness to litigate their claims individually should the case not proceed as a class action.

d. **Claim forms not required.** No Class Member is required to submit a claim form.

e. **Returned checks.** In the event of any returned check, the Settlement Administrator will make a reasonable effort to find a correct address for the Class Member and resend the check once.

4.2. No amount of the Settlement Fund will revert to Defendants, except that if for any reason this Agreement is not completed and granted final approval by the Court with a Judgment entered substantially as provided in this Agreement, then any money that has been paid to the Settlement Fund will be returned to Defendants by check delivered to Defense Counsel.

4.3. This Agreement does not provide for injunctive or other relief against Defendants.

4.4. Settlement administration costs will be invoiced separately to Defendants by the Settlement Administrator for a cost not to exceed one hundred and fifty thousand dollars (\$150,000.00) and will be paid to the Settlement Administrator. This amount will not be part of or deducted from the Settlement Fund.

4.5. **Contingency Fund.** The allocation of the Settlement Sum will include a \$5,000 Contingency Fund which will be used to effectuate the purposes of the settlement. Any portion of the Contingency Fund that is not used after the first distribution shall be added to the second distribution per paragraph 6.5, *infra* (if any) or distributed to the *cy pres* recipient.

5. NOTICE TO CLASS MEMBERS AND RELATED PROVISIONS

5.1. Within thirty (30) days of the entry of the Preliminary Approval Order, the Settlement Administrator will mail to all Class Members the Class Notice approved by the Court.

5.2. Class Counsel and Defense Counsel will cooperate and use all reasonable efforts to provide to the Settlement Administrator a mailing list for all Class Members, providing the current or last known mailing address or email address for all Class Members.

5.3. The Settlement Administrator will use a reasonable effort to find an address if no address is provided for a particular Class Member and will use the National Change of Address database to check all addresses provided.

5.4. The Settlement Administrator will use reasonable efforts to find a new mailing address, if any Notice of Class Action Settlement is returned, and will re-send Notice of Class Action Settlement within fifteen (15) days of any returned notices.

5.5. The Settlement Administrator will maintain a settlement website from the date the Class Notice is first published. This website will: (1) provide instructions on how to contact Class Counsel and the Settlement Administrator for assistance; (2) contain a copy of the Class Notice, this Agreement, and all relevant Court orders related to this Agreement; and (3) contain other information Defendants and Class Counsel mutually agree should be disseminated to Class Members.

5.6. Hereinafter, Mills College, Northeastern, and any affiliated entity or agent will not retaliate against any of the Plaintiffs or Class Members, including by any changes to any outstanding financial aid commitments adverse to the Plaintiffs or Class Members.

5.7. The Parties agree that any publications by Class Counsel (through websites, website postings, chat rooms, media interviews, etc.) or any other communications by the Parties regarding this Agreement must be consistent with this Agreement, the Class Notice, the Preliminary Approval Order, the Final Approval Order, and any press release that may be mutually prepared and agreed upon by the Parties as contemplated in Section 12. Nothing in this paragraph limits (1) Class Counsel's ability to communicate with the Class Representative, Class Members (in response to Class Member calls or via emails sent to Class Counsel), or the Court, and (2) Defendants' ability to communicate with their students, or the Court.

6. SETTLEMENT ADMINISTRATOR

6.1. Class Counsel and Defendants will jointly retain the Settlement Administrator to disseminate the Class Notice, establish and maintain a settlement website, distribute the Settlement Fund and provide the other services required by this Agreement within ten (10) days of signing this Agreement after soliciting bids from multiple settlement administrators. Defendants will pay the Settlement Administrator's costs and expenses as provided in 2.28..

6.2. By accepting the assignment as Settlement Administrator, the Settlement Administrator agrees to be bound by all obligations imposed on the Settlement Administrator by this Agreement.

6.3. If for any reason the Court removes the Settlement Administrator or for any other reason the Settlement Administrator does not fulfill all obligations of the Settlement Administrator under this Agreement, the Parties will within ten (10) days agree upon a new Settlement Administrator and promptly seek court approval of that new Settlement Administrator. If the Parties fail to agree upon a new Settlement Administrator, fail to promptly seek Court approval of that Settlement Administrator, or if the Court declines to approve the appointment of that proposed new Settlement Administrator, the Court will determine a mechanism to select a Settlement Administrator.

6.4. No later than thirty (30) days prior to the date Plaintiffs' motion for final approval is to be filed, the Settlement Administrator will provide Class Counsel and Defense Counsel with an affidavit or declaration to be filed with the Court along with the papers submitted by Class Counsel in support of the Final Approval Motion, attesting that the Class Notice was disseminated in a manner consistent with this Agreement, or otherwise required by the Court, and all required information concerning the number of opt-out requests and objections.

6.5. The Settlement Administrator will distribute settlement checks to Class Members within forty-five (45) days after the Effective Date of Class Settlement. The settlement checks must be cashed or deposited within ninety (90) days from the date of issuance, as stated on the face of the checks. For the initially mailed settlement checks only, the Settlement Administrator will mail a reminder postcard to Class Members who have not cashed their settlement check thirty (30) days after issuance. If the checks remain uncashed or expire, they may be reissued to Class Member(s) upon request. If no request is made for a new check, funds on expired checks will revert back to the Settlement Fund and there will be a second distribution *pro rata* to those class members who cashed their checks, provided there are sufficient funds remaining to make a

second distribution economically practicable. If there is no second distribution, unclaimed funds will revert to The Impact Fund, as *cy pres* beneficiary.

6.6. To help ensure settlement checks go to the correct address and are cashed, Class Members will have the right to contact the Settlement Administrator and provide an updated address to send the settlement check. For example, Class Members who are moving to a new location, or want the settlement check mailed to a different location than where Class Notice was mailed, can contact the Settlement Administrator to provide an updated address.

6.7. The Settlement Administrator will maintain records to evidence the date on which each Class Notice is first mailed and when any further notices are re-mailed, if applicable, to any Class Member.

6.8. The Settlement Administrator will maintain records to evidence the date on which each settlement check is first mailed and when any further settlement checks are re-mailed, if applicable, to any Class Member.

7. REQUESTS FOR OPT-OUT BY CLASS MEMBERS

7.1. *Time to opt-out.* Each Class Member will have forty-five (45) days from the date the Settlement Administrator first mails the Class Notice to that Class Member to deliver to the Settlement Administrator (by mail to the address set forth in the Class Notice or otherwise) a written notice of an unequivocal intent to opt-out of this Agreement. To be effective, an unequivocal written notice of an intent to opt-out must be actually received by the Settlement Administrator within forty-five (45) days from the date the Settlement Administrator first mails the Class Notice to that Class Member.

7.2. *Settlement Administrator to report the number of Class Members who opt-out.* On a weekly basis the Settlement Administrator will report to Class Counsel and Defense Counsel the receipt of any opt-outs and will, upon request, provide documentation of any opt-outs. Within no more than ninety (90) days after the entry of the Preliminary Approval Order, the Settlement Administrator will provide a written report to Class Counsel and Defense Counsel stating the total number of all opt-outs and listing each opt-out by name.

7.3. *Effect of timely opting-out.* Any Class Member who timely delivers to the Settlement Administrator a written notice of an unequivocal intent to opt-out of this Agreement will be excluded from this Agreement. That Class Member will not be deemed to have released any claims and will not participate in the distribution of the Net Settlement Amount.

7.4. *Failure to timely opt-out.* Any Class Member who does not timely deliver to the Settlement Administrator a written notice of an unequivocal intent to opt-out of this Agreement that is actually post-marked within forty-five (45) days from the date the Settlement Administrator first mails Class Notice to that Class Member will be a Settlement Class Member. All Settlement Class Members will be deemed to have released their claims pursuant to the release in paragraph 9 herein and will participate in the distribution of the Net Settlement Amount as provided in this Agreement.

7.5. *No right to object for a Class Member who opts-out.* Any Class Member who timely delivers to the Settlement Administrator a written notice of an unequivocal intent to opt-out will have no right to object to this Agreement.

7.6. The Parties will report the names of all individuals who have submitted a request to opt-out to the Court no less than ten (10) days prior to the Final Approval Hearing.

8. OBJECTIONS BY CLASS MEMBERS

8.1. Any Class Member who does not timely opt-out and who wishes to be heard orally at the Final Approval Hearing or who wishes for any objection to be considered by the Court must submit such objection to the Settlement Administrator. The Settlement Administrator shall deliver such objections to Class Counsel and Defense Counsel as they are received for submission to the Court. These objections and any requests to be heard are to be filed by Class Counsel with the court and served twenty-five (25) days prior to the Final Approval Hearing, as set forth in the Class Notice. The written objections shall identify the objecting Class Member and state any and all objections and the basis for those objections.

8.2. The purpose of this time limit of requiring the written objection and request to be heard twenty-five (25) days prior to the Final Approval Hearing is to provide reasonable notice to the Parties and to the Court that there is an objection and the basis of the objection so that the Parties and the Court will have a reasonable time to consider and address it and, if warranted, consider alternatives.

8.3. To state a valid objection to this Agreement, an objecting Class Member must include in their objection:

(i) the objecting Class Member's full name, current address and current telephone number;

(ii) a complete statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; and

(iii) provide copies of any other documents that the objector wishes to submit in support of his/her position.

Subject to approval of the Court, any objecting Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the proposed Agreement should not be approved as fair, adequate, and reasonable, or object to any requests for attorneys' fees and reimbursement of litigation costs and expenses.

8.4. If the objecting Class Member submits an objection to the Settlement Administrator and a request to be heard, Class Counsel shall file with the Clerk of the Court any request to be heard at the Final Approval Hearing ("Notice of Intention to Appear"), on behalf of all Class Members who intend to appear, by no later than twenty-five (25) days before the hearing on the Motion for Final Approval. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Class Member (or his/her counsel) will present to the Court in connection with the Final Approval Hearing.

8.5. Class Counsel agrees that they will be responsible for defending the Court's Final Approval Order if there is an appeal. Defendants may make a filing that joins Class Counsel's defense of the Final Approval Order or may elect to file its own separate brief. Any fees and costs incurred by Class Counsel in such appeals, including fees and costs incurred to settle any claims by objectors, are the sole responsibility of Class Counsel.

9. RELEASE

9.1. Defendants and Released Parties are released from any and all claims or causes of action that were or could have been asserted in this Action arising from substantially the same facts alleged in the Original Complaint, the PFAC, or FAC, whether in tort, contract, statutory, or otherwise by Plaintiffs or any Settlement Class Member against them in this Action. Plaintiffs and the Settlement Class Members release Defendants and Released Parties from all claims, rights, demands, liabilities and causes of action alleged in the FAC and all claims alleged or that could have been alleged based on substantially the same facts that are alleged in the FAC. Plaintiffs and Settlement Class Members expressly waive and relinquish all such claims or causes of action to the fullest extent permitted by law. Plaintiffs and the Settlement Class Members recognize that, even if they later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Approval Order and accompanying Judgment, Plaintiffs and the Settlement Class Members fully, finally, and forever settle and release any and all of these released claims.

9.2. The Class Representatives hereby expressly waive any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code (or any similar, comparable, or equivalent provision of any federal, state, or foreign law, or principle of common law), which provides:

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 this settlement with the debtor.

This release will be consistent with the maximum scope of release permitted under the law, as to those claims released in Paragraph 9.1, arising from substantially the same facts alleged in the Original Complaint, the PFAC, or FAC.

9.3. Upon issuance of the Final Approval Order and the Judgment: (i) this Agreement will be the exclusive remedy for these released claims for any and all Settlement Class Members; (ii) Defendants and Released Parties will not be subject to liability or expense of any kind to any Settlement Class Member for reasons related to this Action except as set forth herein; and (iii) Settlement Class Members will be permanently barred from initiating, asserting, or prosecuting any of these released claims against Defendants and Released Parties.

9.4. The Parties acknowledge that the foregoing waiver and release was bargained for and is a material element of this Agreement.

10. ADMINISTRATION

10.1. All expenses incurred in administering this Agreement, including, without limitation, the cost of the Class Notice and the cost of distributing and administering the benefits of this Agreement, will be paid separately from the Settlement Fund, subject to the limitations contained herein, including that the cost will not exceed \$150,000.00.

11. REPRESENTATIONS, WARRANTIES, AND COVENANTS

11.1. Class Counsel represents and warrants that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Agreement and to consummate all of the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid and binding obligation.

11.2. Defendants represent and warrant that they have the authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Defendants of this Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants. This Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid, and binding obligation.

11.3. Plaintiffs, Plaintiffs' counsel, and their clients, represent and warrant that, as of the date of this Agreement, they have no knowledge, awareness, or suspicion that any future charge, claim, demand, or lawsuit will be brought by any person against Mills College, Northeastern University, or any related entities based on a claim relating to the allegations in the Complaint and/or the proposed First Amended Complaint.

12. PUBLIC STATEMENTS

Neither the Plaintiffs, including those to be added in the FAC, the Defendants, or their respective counsel will make any disparaging comments or statements about the other in private communications, in the media, or in any other public or private forum or communication. The parties will together draft a joint statement concerning the settlement and Class Counsel will share pre-filing drafts of any settlement approval papers with Defendants sufficiently in advance of their filing and allow Defendants to review and comment on all such submissions. Any representations by Plaintiffs, others personally named in the lawsuit, and their counsel in any public or private setting will be consistent with statements agreed to by the parties by way of the joint public statement or as represented in filings with the court. Class counsel will instruct Plaintiffs and the Mediation Disclosure Subclass, including those who are not named Plaintiffs or personally named in the lawsuit, about not disparaging Defendants.

13. NO ADDITIONAL CONTRIBUTION BY DEFENDANT.

Defendant's monetary obligation under this Agreement is limited to the amount defined as the Settlement Fund amount (\$1,250,000.00) plus the cost of settlement administration for which the Settlement Administrator will separately invoice Defendants (not to exceed \$150,000.00). Neither Defendants nor any released party will be called upon or required to

contribute additional monies above the Settlement Fund and cost of Settlement Administration amounts under any circumstances whatsoever.

14. CONSTRUCTION

The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

15. MISCELLANEOUS PROVISIONS

15.1. Defendants specifically and generally deny any and all liability or wrongdoing of any sort with regard to any of the claims alleged, make no concessions or admissions of liability of any sort, and contend that for any purpose other than settlement, the Action is not appropriate for class action treatment. Nonetheless, Defendants have concluded that further litigation of the Action would be undesirable, and Defendants want the Action to be fully and finally settled in the manner and upon the terms and conditions set forth in this Agreement. Defendants have also taken into account the uncertainty and risks inherent in any litigation. Defendants, therefore, desire to settle the Action in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is not to be used in evidence (except in connection with obtaining approval of this Agreement and enforcing its terms) and will not at any time be construed or deemed to be an admission or concession by Defendants with respect to any alleged wrongdoing, fault or omission of any kind whatsoever, regardless of whether or not this Agreement results in entry of a Final Approval Order and Judgment as contemplated herein. Defendants specifically deny all of the allegations made in connection with this Action. Neither this Agreement nor any class certification pursuant to it will constitute, in this or in any other proceeding, an admission by Defendants, or evidence, or a finding of any kind, that any requirement for class certification is satisfied with respect to this Action, or any other litigation.

15.2. This Agreement is made with the Parties' express understanding and agreement that (a) under applicable laws, it is appropriate that a class be certified for settlement purposes only; (b) Defendants contest and deny that any class is suitable for certification as a class under the laws of any jurisdiction, other than solely for the purposes of this Agreement; and (c) notwithstanding any other provisions of this Agreement, all actions and proceedings pursuant to it will be consistent with the foregoing. This provision will survive the expiration or voiding of this Agreement.

15.3. *Court Enforcement and Jurisdiction.* The administration and consummation of this Agreement will be under the authority of the Court. The Court will retain jurisdiction to enforce, protect, preserve, and implement this Agreement. The Court expressly retains jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing this Agreement, including, but not limited to, orders enjoining Class Members from prosecuting claims that are released.

15.4. *Right to withdraw from this Agreement.* Defendants are entering into this Agreement based on the anticipation that all or nearly all Class Members will become Settlement

Class Members and will release their claims against Defendants. After the Settlement Administrator provides a written report to Class Counsel and Defense Counsel stating the total number of all opt-outs and listing each opt-out by name, Defendants will have five (5) days to exercise in their sole discretion a right to cancel this Agreement by providing a written notice to Class Counsel and the Settlement Administrator stating an unequivocal cancellation. Defendants may exercise this right only if more than five percent (5%) of the Settlement Class Members have submitted valid and timely requests to opt out. A notice by email to Class Counsel and the Settlement Administrator is sufficient written notice. In the event of a timely unequivocal cancellation, this Agreement will be of no force or effect and the Parties will proceed with the Action as if this Agreement had never occurred. If Defendants cancel this Agreement under this paragraph, within ten (10) days thereafter, the Settlement Administrator will return to Defendants any and all amounts paid into the Settlement Administrator's Trust, and Defendants will owe only the incurred Settlement Administration costs to date.

15.5. The headings of the sections and paragraphs of this Agreement are included for convenience only and will not be deemed to constitute part of this Agreement or to affect its construction.

15.6. This Agreement may not be modified or amended except in writing and signed by all of the Parties.

15.7. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute the same instrument.

15.8. Except as otherwise provided in this Agreement, each party to this Agreement will bear their own attorneys' fees and costs of this Action.

15.9. Plaintiffs will make an effort to file preliminary approval papers within two weeks of finalizing this Agreement, with the intention of seeking Final Approval not later than 120 days thereafter, subject to the Court's calendar. Class Counsel will prepare the preliminary and final approval papers.

15.10. The Parties to this Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the settlement papers and to modify or supplement any notice contemplated hereunder.

15.11. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Because this Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities will be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Agreement and there was no disparity in bargaining power among the Parties to this Agreement.

15.12. This Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the settlement of this Action (if any).

15.13. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Agreement, the Parties' rights and obligations under this Agreement and any disagreement regarding the manner in which any issue or dispute arising under this Agreement should be resolved, will be submitted to the Court for resolution.

15.14. Time periods of less than thirty (30) days set forth herein will be computed in court days. Time periods of thirty (30) days or more set forth herein will be computed in calendar days. In computing any period of time prescribed or allowed by this Agreement or by order of the Court, the day of the act, or default, from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period will run until the end of the next day that is not one of the aforementioned days.

15.15. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Agreement will not be deemed a waiver of any provision of this Agreement and such Party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

15.16. All notices to the Parties or counsel required by this Agreement will be made in writing and communicated by electronic and regular mail to the following addresses:

For Class Counsel:

Bryan Schwartz
Renato Flores
Bryan Schwartz Law, P.C.
180 Grand Avenue Suite 1380
Oakland, CA 94612
Phone Number: (510) 444-9300
Fax Number: (510) 444-9301
Email: Bryan@BryanSchwartzLaw.com
Renato@BryanSchwartzlaw.com

Matthew C. Helland
Jasjit Mundh
Nichols Kaster, LLP
235 Montgomery St., Suite 810
San Francisco, CA 94104
Phone Number: (415) 277-7235
Fax Number: (415) 277-7238
Email: helland@nka.com
JMundh@nka.com

For Defendants:

Eric Y. Kizirian
Danielle E. Stierna
Lewis Brisbois Bisgaard & Smith, LLP
633 West 5th Street, Suite 4000
Los Angeles, CA 90071
Main: (213) 250-1800
Fax: (213) 250-7900
Eric.Kizirian@lewisbrisbois.com
Danielle.Stierna@lewisbrisbois.com

Plaintiffs and Defendants and respective counsel, have executed this Agreement as of the date(s) indicated on the lines below.

Date: 09/15/2023

Willa Cordrey

Willa Cordrey
Plaintiff

Date: 09/14/2023

Jennifer Varner

Jennifer Varner
Plaintiff

Date: 09/16/2023

Clara MacKenzie

Clara MacKenzie
Plaintiff

Date: 09/14/2023

Joya Saxena

Joya Saxena
Plaintiff

Date: 09/14/2023

Savannah McCoy

Savannah McCoy
Plaintiff

Date: _____

Tom Nedell
CFO of Northeastern University as the Duly
Authorized Corporate Representative of Defendants
Mills College and Northeastern University

As to form:

Date: 09/18/2023

Bryan Schwartz

Bryan Schwartz
Bryan Schwartz Law
Attorneys for Plaintiffs

Date: 09/18/2023

Matthew Helland

Matthew Helland
Nichols Kaster, LLP
Attorneys for Plaintiffs

Date: _____

Eric Kizirian
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendants Mills College and
Northeastern University

Plaintiffs and Defendants and respective counsel, have executed this Agreement as of the date(s) indicated on the lines below.

Date: _____
Willa Cordrey
Plaintiff

Date: _____
Jennifer Varner
Plaintiff

Date: _____
Clara MacKenzie
Plaintiff

Date: _____
Joya Saxena
Plaintiff

Date: _____
Savannah McCoy
Plaintiff

Date: 9/18/2023
DocuSigned by:

FF682479C14A4DA...
Tom Nedell

CFO of Northeastern University as the Duly Authorized Corporate Representative of Defendants Mills College and Northeastern University

As to form:

Date: _____
Bryan Schwartz
Bryan Schwartz Law
Attorneys for Plaintiffs

Date: _____
Matthew Helland
Nichols Kaster, LLP
Attorneys for Plaintiffs

Date: September 28, 2023


Eric K. Zirian
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendants Mills College and Northeastern University

EXHIBIT A - LIST OF CLASS MEMBERS**I. ENROLLED STUDENTS SUBCLASS**

A list of the 206 individuals identified by the Parties' best efforts as members of this subclass to be provided by Defense Counsel to the Settlement Administrator.

	First Name	Last Name
1	Abby	Berkson
2	Acirema	Gomez
3	Ada	Weinstein
4	Akina	Hewitt-Patrick
5	Alicia	Ventura
6	Alissa	Weber
7	Alva	Martinez-Saavedra
8	Alyana	Willis
9	Amel	Obad
10	Amelia	Binnett
11	Amelie	Toler
12	Andalucia	Prendes
13	Angela	Nguyen
14	Anisa	Aguirre
15	Annalise	Totten
16	Annie	Burns
17	Aumonie	Townsend
18	Ava	Lynch
19	Avala	Pierce
20	Ayusha	Kunwar
21	Bailey	Huston
22	Barbara	Roney
23	Bertha	Gallegos
24	Brenna	Corr
25	Brianna	Cheng
26	Carolyn	Bank
27	Catherine	Plato
28	Chantal	Tom
29	Chiany	Dri
30	Chinyere	Van Doren
31	Christina	Rodriguez
32	Cielos	Santiago
33	Cinthya	Barron-Broussard

34	Crystal	Moncada
35	Daisy	Copperwaite
36	Dalia	Quezada
37	Danielle	Collins
38	David	Lechuga-espadas
39	Deanna	Chute
40	Deloris	Sharp
41	Dennise	Landaverry
42	Destiny	Otto
43	Diana Fay	Arbas
44	Diane	Manjarrez
45	Dianne	Vela Salgado
46	Ebony	Ayers
47	Edith	Rivas
48	Edna	Castro Paiz
49	Eliza	Zamudio
50	Eloni	Bickham
51	Emily	Lipkind
52	Emma	Mason
53	Erika	Rodriguez
54	Erin	Maher
55	Erlinda	Madera-felix
56	Estefany	Rivera Hernandez
57	Esther	Fuentes
58	Francesca	Ramirez
59	Gabriella	Denny
60	Gesita	Tafesse
61	Guadalupe	Pena Gonzalez
62	Hana	Sung-Drury
63	Hannah	Powell
64	Heather	Viscia-King
65	Heaven	Bachand
66	Helena	Kent
67	Hoda	Omar
68	Isabella	Ruch
69	Isabella	Garcia
70	Isabella	Arenas
71	Issis	Mendoza
72	Itzel	Diaz
73	Jada	Temple
74	Jade	Tovar

75	Jamaka	Davis
76	Jamie	Klapperich
77	Jasmin	Corona
78	Jasmine	Scandalis
79	Jazmin	Lopez Baylon
80	Jennifer	Osalbo
81	Jenny	Varner
82	Jenny	Cheng
83	Jessica	Gripenburg
84	Jessica	Franco
85	Jessica	Hairston
86	Jilleen	Jewell
87	Jimena	Marquez
88	Jimmy	Crutison
89	Joi	Owens
90	Josilyn	Hall
91	Joya	Saxena
92	Joyce	Kuehn
93	Julia	Reed
94	Julia	Arenas
95	Juliet	Kareithi
96	Kamryn	Chadwick
97	Karen	Chajon Lopez
98	Karla	Arellano
99	Kassandre	Harper-Cotton
100	Katherin	Vasquez
101	Katherine	Carlin
102	Kathryn	Valente
103	Katia	Calderon Lozano
104	Kayleigh	Ketcham
105	Keiana	Smith
106	Kendall	Bobo
107	Kimberly	Vasquez
108	Kurt	Kaaekuahiwi
109	Laila'	Rashada
110	Leah	Peters
111	Leah Ashira	Marcus
112	Leticia	Cornejo
113	Lijin	Zeng
114	Lillith	Era
115	Lily	Koch

116	Lily	Jung
117	Lily	Johnstone
118	Linda	Nguyen
119	Lisa	Baranco-Smith
120	Lukas	Thompson
121	Lyssa	King
122	Maazi	Chery
123	Mackenzie	Little
124	Madeline	Hsu
125	Ma'Kaya	Washington
126	Malena	Villasenor
127	Maomao	Wang
128	Margaret	Sweeney
129	Maria	Cabral
130	Marie-Christ	Tunda
131	Marisol	Emerson
132	Maryelin	Recinos Valle
133	Maya	Martin Jimenez
134	Maya	Bulmer
135	Mayah	Estrov
136	Melissa	Castro
137	Michele	Pixa
138	Mikaili	Thomas
139	Miranda	Fregoso
140	Muwazu	Chisum-Misquitta
141	Naomi	Flores
142	Nastasja	Stahl
143	Natalia	Roman
144	Natalie	Traub
145	Naydelin	Sanchez
146	Nia	Peters
147	Nicolette	Yaffe
148	Nie'Je	Shannon
149	Nina	Suzuki
150	Noah	Snell
151	Noely	Bautista
152	Nohemi	Morales
153	Olivia	Olson-Roberts
154	Paloma	Silva-Navarro
155	Patricia	Cornejo
156	Paulina	Cepeda

157	Phuong	Le
158	Rachel	McCreary
159	Rebecca	Newman
160	Redeat	Kibebew
161	Reese	Wichelmann
162	Ronesha	Norwood-Coleman
163	Rooben	Morgan
164	Rosa	Quinn
165	Rosalinda	Inostrosa
166	Rose	Shapiro
167	Rose	Heller
168	Ruksana	Varma
169	Ruth	Acevedo Valente
170	Sabina	Garcia
171	Sadja	Jannah
172	Samantha	Onate
173	Samantha	Tripodi
174	Sara	Cho
175	Sasha	Powers
176	Savannah	McCoy
177	Shyanne	Elbert-Riker
178	Sofiya	Erlikh
179	Sophia	Bermudez
180	Sophie	De Lafontaine
181	Staci	Collins
182	Stella	Rush
183	Stephanie	Wright
184	Sterling	Thomas
185	Thalia	Kelley
186	Tymeirah	Hayes
187	Uma	Channer
188	Valeria	Araujo
189	Veronica	Hernandez
190	Victoria	Lam
191	Victoria	Mayorga
192	Victory	Eyman
193	Vienna	Tran
194	Vilma	Tayun Ixcoy
195	Virginia	Kingery
196	Willa	Cordrey
197	Yang	Su

198	Yasmeen	Dao
199	Yazmine	Hernandez
200	Yocelyn	Hernandez
201	Yolonda	Young Armstrong
202	Yoseline	Orellana
203	Yuridiana	Madrigal
204	Zoe	Kendrick
205	Zoe	Burridge
206	Zoila	Marquez

II. PROSPECTIVE STUDENTS SUBCLASS

A list of 197 individuals identified by the Parties' best efforts as members of this subclass to be provided by Defense Counsel to the Settlement Administrator.

	First Name	Last Name
1	Aaliyah	Muhaimin
2	Abigail	Selby
3	Addison	Kuth
4	Adinda	Whitt
5	Adrienne	Dang
6	Ajee	Schaeffer
7	Albery	Chan
8	Alexandra	Bollella
9	Alexia	Maldonado
10	Alexis	Grace
11	Alia	Thiel
12	Alia	Phelps
13	Alison	Washington
14	Allen Daniel	Rivera
15	Amrih	Almalky
16	Andrea	Guskin
17	Andrea	McCullough
18	Andres	Serrano
19	Andrew	Evans
20	Angelica	Erskine
21	Anna	Ettlinger
22	Arielle	Matityahu
23	Arieanna	Hill
24	Artesia	Harrison
25	Arti	Malhotra

26	Asha	Hannah
27	Audrey	Taylor
28	Ava	Koohbor
29	Azalia	Villa
30	Brianna	Hughes
31	Brittany	Conliffe
32	Brittney	Patterson
33	Bronte	Kuehnis
34	Bronwynn	Porath
35	Brynn	Pitchford
36	Caroline	Decunzo
37	Caroline	Gasparini
38	Cecelia	Garcia
39	Charlynnne	Marcos
40	Chelsea	King
41	Clara	Mac Kenzie
42	Claudia	Mederos
43	REDACTED	REDACTED
44	Cooper	Goldenberg
45	Courtney	Griffith
46	Cristina	Martinez
47	Dajsah	Carter
48	Dana	DeFranco
49	Dawn	Sky
50	Deborah	Gonzalez
51	Debra	Bean
52	Delphine	Sebe
53	Devon	Oliver
54	Dominica	Dailey
55	Dominique	McLean
56	Ebonee	Chambers
57	Edin	Haddis
58	Elanor	Wilger
59	Ella	Bramwell
60	Emilee	Taxman
61	Emily	Mercer
62	Emily	Kohl-Mattingley
63	Emily	Schriber
64	Emily	Johnson
65	Eric	Medrano
66	Eric	Berry

67	Erika	Turner
68	Evelyn	Baldoza
69	Faith	Thalacker
70	Feyisayo	Ajayi-Dopemu
71	Gillian	Thompson
72	Giselle	Velasco Valdivia
73	Grace	Borich
74	Griffin	Moskowitz
75	Gyasi- Rais	Tuluka
76	Haley	Reeder
77	REDACTED	REDACTED
78	Heather	Edginton
79	Hyeri	Seo
80	Ida	McGrath
81	Ileana	Amador
82	Iris	Kennedy
83	Isabel	Gonzalez
84	Jackeline	Herrera-Merlos
85	Jae Young	Park
86	Ja'Neya	Mitchell
87	Jasmine	Fedele
88	Jasmine	Goka-lee
89	Javier	Alvarado
90	Jaya	Shingal
91	Jazmin	Garcia
92	Jazz	Sauceda
93	Jennifer	Michael-stevens
94	Jeremy	Lichtmacher
95	Jerome	Tatum
96	Jessica	Williams
97	Jessica	Driver
98	Jordan	Siangco
99	Jose	Solares Jimenez
100	Josephine	Ajayi
101	Joy	Carson
102	Juan	Chihuahua
103	Julie	Nicholson
104	Justine	Courtenay-Huang
105	Kalilah	Hamid
106	Kara	Dekernion
107	Karandeep	Cheema

108	Karina	Canela
109	Katie (KJ)	McCoy
110	Katrina	Walters
111	Kaya	Stackhouse
112	Kenneth	Perry
113	Kevin	Bailey
114	Kimberly	Rodriguez
115	Kimberly	Wainscoat
116	Kirstyn	Verdugo
117	Laibing	Rhodes
118	Lana	Baptiste
119	Lastarla	Barker
120	Laura	Einhorn
121	Laurel	Slate
122	Lauren	Mendoza-Tabinas
123	Leah	Garcia
124	Leandra	Shipps
125	Liat	Szakacs
126	Lindsay	Krumbein
127	Lindsay	Tiles
128	Madeleine	Yu
129	Madison	Escoto
130	Madison	Mimoun
131	Magdalena	Cooney
132	Maisha	Lani
133	Maria Francesca	Mazzella
134	Mariana	Triviso
135	Marisa	Graham
136	Mariya	Erlikh
137	Mathew	Burciaga
138	Melinda	Holm
139	Melissa	Ortiz
140	Meron	Andebrhan
141	Mia	Smith
142	Miguel	Mariaca
143	Mijung	Song
144	Mikayla	Scott
145	Miriam	Hope
146	Misha	Villatuya
147	Monica	Black
148	Monica	Miller

149	Moriah	Costa
150	Moriah	Rymer
151	Nadine	Jacinto
152	Nana	Aforo
153	Naomi	Jones
154	Nyamal	Kuon
155	Paloma	De La Rosa
156	Pauline Mary	Carbonell
157	Pierre Emmanuel	Mariaca
158	Rafiq	Hawkins
159	Rayniqua	Hamilton
160	Ria	Slater
161	Ruthanne	Wilson
162	Saki	Isobe
163	Sarah	Phenix
164	Shayan	Chetty
165	Sima	Misra
166	Simone	Radliff
167	Sing Yuet	Ho
168	Sofia	Batiz-fischetti
169	Somua	Kaid
170	Sophia	Usmani
171	Sophia	Gunther
172	Sophie	Bertain
173	Sophie	Kelsey
174	Sumira	Thapa
175	Sundown	Collins
176	Sutter	Kraetzer
177	Tadd	Scott
178	Tarsha	Jordan
179	Tatiana	Gostomski
180	Taylor	Pittman
181	Thad	Higa
182	Tianzong	Jiang
183	Tiffany	Cruz
184	Tobias	Banks
185	Tomia	Patterson
186	Tovah	Strong
187	Trinidad	Cruz
188	Umut	Yalcinkaya
189	Urayah	Bellow

190	Victoria	Rodarte
191	William	Carroll
192	Yaminah	Abdur-Rahim
193	Yeni	Galvez
194	Yomi	Wrong
195	Yoonjae	Cho
196	Zeltzin	Mozo
197	Zoe	Midthun

III. MEDIATION DISCLOSURE SUBCLASS

A list of 99 individuals to be provided by Class Counsel to the Settlement Administrator. These students may be, but are not necessarily, in either the Enrolled Students Subclass list or the Prospective Students Subclass list above.

	<u>First Name</u>	<u>Last Name</u>
1	Abigail	Selby
2	Ada	Weinstein
3	Adrienne	Dang
4	Alexandra	Bollella
5	Alissa	Weber
6	Allen Daniel	Rivera
7	Amel	Obad
8	Ameyali	Hernandez
9	Angela	Nguyen
10	Angelica	Erskine
11	Annalise	Totten
12	Arti	Malhotra
13	Azalia	Villa
14	Bertha	Gallegos
15	Bronwynn	Porath
16	Caroline	Decunzo
17	Catherine	Plato
18	Christina	Rodriguez
19	Clara	MacKenzie
20	Claudia	Mederos
21	Dana	Defranco
22	Deloris	Sharp
23	Delphine	Sebe
24	Diana Fay	Arbas
25	Dominica	Dailey

- 26 Dominique Mclean
- 27 Ebony Ayers
- 28 Edith Rivas
- 29 Eliza Zamudio
- 30 Emily Johnson
- 31 Emma Mason
- 32 Feyisayo Ajayi-Dopemu
- 33 Heather Viscia-King
- 34 Ileana Amador
- 35 Isabel Gonzalez
- 36 Issis Mendoza
- 37 Jamaka Davis
- 38 JaNeya Mitchell
- 39 Jasmine Taylor
- 40 Jennifer Michael-Stevens
- 41 Jenny Varner
- 42 Jessica Hairston
- 43 Jilleen Jewell
- 44 Joi Owens
- 45 Jose Solares Jimenez
- 46 Josephine Guzman
- 47 Joy Carson
- 48 Joya Saxena
- 49 Kathryn Valente
- 50 Katja Hodnett
- 51 Kaya Stackhouse
- 52 Kimberly Wainscoat
- 53 Kirstyn Verdugo
- 54 Katie (KJ) McCoy
- 55 Laila Rashada
- 56 LeAndra Shipps
- 57 Lijin Zeng
- 58 Lillith Era
- 59 Lily Jung
- 60 Linda Nguyen
- 61 Lindsay Krumbein
- 62 Lisa Baranco-Smith
- 63 Mackenzie Little
- 64 Madison Mimoun
- 65 Maisha Lani
- 66 Mariana Triviso

- 67 Marisol Emerson
- 68 Maryelin Recinos Valle
- 69 Mathew Burciaga
- 70 Mayah Estrov
- 71 Melinda Holm
- 72 Mijung Song
- 73 Mikaili Thomas
- 74 Moriah Rymer
- 75 Nadine Jacinto
- 76 Natalia Roman
- 77 Nicolette Yaffe
- 78 Nie'Je Shannon
- 79 Olivia Olson-Roberts
- 80 Olivia Simon
- 81 Pauline Mary Carbonell
- 82 Rachel McCreary
- 83 Rafiqah Hawkins
- 84 Redeat Kibebew
- 85 Reese Wichelmann
- 86 Ronesha Norwood-Coleman
- 87 Savannah McCoy
- 88 Sing Yuet Ho
- 89 Somua Kaid
- 90 Stephanie Wright
- 91 Taylor Pittman
- 92 Thad Higa
- 93 Tymeirah Hayes
- 94 Umut Yalcinkaya
- 95 Victoria Rodarte
- 96 Willa Cordrey
- 97 Yeni Galvez
- 98 Yuridiana Madrigal
- 99 Zoila Marquez

EXHIBIT 2

EXHIBIT B - CLASS NOTICE

SUPERIOR COURT FOR THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA

If you are in any of the three subclass definitions below, you are eligible to participate in a class action settlement:

- 1. Enrolled Students Subclass: All persons enrolled at Mills on March 17, 2021, and who re-enrolled at Mills for the fall 2021 semester, excluding students who graduated with a degree from Mills in 2021 or 2022 or who were designated as No Degree students in Mills' records.**
- 2. Prospective Students Subclass: All persons who were admitted to Mills in spring 2021, and who enrolled at Mills for the fall 2021 semester, excluding students who graduated with a degree from Mills in 2021 or 2022 or who were designated as No Degree students in Mills' records.**
- 3. Mediation Disclosure Subclass: All persons enrolled at Mills on March 17, 2021 or who were admitted to Mills in spring 2021, and who enrolled at Mills for the fall 2021 semester who consented to the disclosure of the facts of their claims and circumstances for purposes of mediation.**

A California Court authorized this notice. This is not a solicitation.

- A proposed settlement has been reached in a class action lawsuit involving Mills College ("Mills") and Northeastern University ("Northeastern"). In the lawsuit, Plaintiffs are current or former students who allege that Mills made misleading statements to its current and incoming students prior to and after announcing its intent to merge with Northeastern. Mills and Northeastern deny all wrongdoing.
- If the settlement is approved by the Court, you may be eligible to participate if you are included in one of the three categories above for Enrolled Students Subclass, Prospective Students Subclass, or Mediation Disclosure Students Subclass.
- For those who qualify, the settlement will provide benefits and no claim form will be required to receive a payment. Further information can be found under the heading Settlement Benefits.
- Your legal rights are affected whether you act or do not act. **READ THIS NOTICE CAREFULLY.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING AND RECEIVE A PAYMENT	Class Members who do not opt-out of participation in this settlement will receive an allocation from the settlement. Your minimum allocation is \$[amount]. You do not need to
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	<p>submit a form. You give up rights to sue Mills College and Northeastern University about the legal claims in this case.</p> <p>Note: If you are moving to a new location or want your check mailed to a different location than where this notice was mailed, you <i>must</i> contact the Settlement Administrator and provide your desired address.</p>
<p>YOU MAY EXCLUDE YOURSELF FROM PARTICIPATION IN THIS SETTLEMENT</p>	<p>Class Members who timely opt-out will receive no payment from the Settlement.</p> <p>Opting out of participation is the only option that allows you to retain your rights and not give up claims you may have against Mills and Northeastern relating to the legal claims in this case.</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>You may write to the Court about why you think the settlement is unfair, inadequate, or unreasonable. Alternatively, you may object orally at the fairness hearing without submitting a written objection first.</p>

- These rights and options—and the deadlines to exercise them—are explained in this notice. The deadlines may be moved, canceled or otherwise modified, so please check the settlement website at [insert settlement website URL] regularly for updates and further details.
- The Court overseeing this case still has to rule whether to approve the settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved.

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed settlement of a class action lawsuit and your options before the Court decides whether to approve the settlement.

The Court overseeing this case is the Superior Court for the State of California, County of Alameda, the Honorable Brad Seligman, Judge Presiding (the “Court”). The case is *Willa Cordrey, et al., individually and on behalf of the putative class, and on behalf of the general public, v. Mills College, Northeastern University, and DOES 1-50*, Superior Court of the State of California, County of Alameda, case number 22CV011159.

The individuals who sued (Willa Cordrey, Jenny Varner, Clara MacKenzie, Joya Saxena, and Savannah McCoy) are the Plaintiffs. The entities they sued (Mills College and Northeastern University) are the Defendants.

2. What is this lawsuit about?

The lawsuit alleges that Mills College made misleading statements to its current and incoming students prior to and after announcing its intent to merge with Northeastern University.

Mills College and Northeastern University deny all wrongdoing and deny any liability to Plaintiffs and to other current and former students. For a copy of Plaintiffs' First Amended Complaint, please visit the settlement website, [insert settlement website URL].

3. Why is this a class action?

In a class action, one or more people, called "class representative(s)," sue on behalf of people they contend have similar claims. All these people are grouped into one or more proposed "class" or "classes" or "subclass" and are referred to as "class members." An Enrolled Students Subclass, a Prospective Students Subclass, and a Mediation Disclosure Subclass have been preliminarily approved by the Court in relation to the Class Settlement Agreement. Willa Cordrey, Jenny Varner, Clara MacKenzie, Joya Saxena, and Savannah McCoy are the Class Representatives in this case. The Court oversees this class action.

4. Why is there a Settlement?

After evaluating Plaintiffs' claims, Defendants' defenses, the respective chances of success, and participating in mediations, the parties determined that a mutually-agreeable resolution is in everyone's best interest. The Class Representatives and their attorneys believe the settlement and the benefits it provides is best for everyone who is affected given the risks and costs of further litigation. The Defendants are not admitting they did anything wrong and they likewise want to avoid further litigation costs. The Court has not decided the case in favor of the Plaintiffs or the Defendants. For a full copy of the settlement agreement, please visit the settlement website, [insert settlement website URL].

WHO IS IN THE SETTLEMENT?

5. How do I know if I am in the settlement?

The settlement class includes three subclasses of current and former students of Mills College who do not timely opt-out of participation in this settlement. The specific subclasses are outlined below.

The Enrolled Students Subclass consists of:

"All persons enrolled at Mills on March 17, 2021, and who re-enrolled at Mills for the fall 2021 semester, excluding students who graduated with a degree from Mills in 2021 or 2022 or who were designated as No Degree students in Mills' records."

It is estimated there are 206 Enrolled Students Class Members.

The Prospective Students Subclass consists of:

“All persons who were admitted to Mills College in spring 2021, and who enrolled at Mills College for the fall 2021 semester, excluding students who graduated with a degree from Mills College in 2021 or 2022 or who were designated as No Degree students in Mills’ records.”

It is estimated there are 197 Prospective Students Class Members.

The Mediation Disclosure Subclass consists of:

“All persons enrolled at Mills on March 17, 2021 or who were admitted to Mills in spring 2021, and who enrolled at Mills for the fall 2021 semester who consented to the disclosure of the facts of their claims and circumstances for purposes of mediation.”

It is estimated there are 99 Mediation Disclosure Students Class Members.

6. What if I am still not sure if I am included in the settlement?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the settlement agreement, you should visit the settlement website, [insert settlement website URL], or call the toll-free number, 1-xxx-xxx-xxxx.

SETTLEMENT BENEFITS

7. What monetary payments does the settlement provide?

The Settlement Fund is one million two hundred fifty thousand dollars (\$1,250,000.00). From that amount, Class Counsel is requesting (1) an award of up to five hundred sixty two thousand five hundred dollars (\$562,500.00) in attorneys’ fees plus up to twenty-five thousand dollars (\$25,000.00) in costs, and (2) an award of up to seven thousand five hundred dollars (\$7,500.00) in enhancement awards to each of the Class Representatives. Defendants are separately paying for the costs of Settlement Administration, not to exceed one hundred fifty thousand dollars (\$150,000.00). The costs of Settlement Administration will not come out of the Settlement Fund. If the Court approves all of the fees, costs, and enhancement awards currently requested, it is estimated that you will receive a minimum settlement allocation of \$[amount]. Class Counsel reserves the right to file a fee petition with the Court to ask for the stated amount in attorneys’ fees and costs. If the Court awards different amounts in attorneys’ fees and costs, the payments currently allocated to Class Members may change. Each Class Member will be mailed a settlement check to the last known address Mills and/or Northeastern has on file or to an updated address. If you are in the Mediation Disclosure Subclass, awards are to be allocated based on an objective formula that accounts for Class Members’ financial harm, risks, and participation in the litigation. The award formula accounts for five categories of harm suffered (education

terminated, unusable Mills credits, delayed graduation, educational promises unfulfilled, and increased costs). Mediation Disclosure Subclass members are eligible for an award allocation that is a uniform percentage (23%) of their distinct harm suffered as calculated at mediation. All Enrolled Students Subclass members and Prospective Students Subclass members who do not fall into the Mediation Disclosure Subclass will be allocated \$750 each, which accounts for difference in participation and investment in the litigation from members of these groups.

If, after the first distribution has occurred, uncashed settlement payments exceed \$10,000, then a second distribution will be made *pro rata*, based on Class Members' initial allocation amounts, of the remaining funds to those who have cashed the first settlement payments. If less than \$10,000 remains after the first distribution, then the remainder will be distributed to the agreed upon *cy pres* beneficiary, the Impact Fund.

8. What am I giving up to stay in the class?

Unless you timely exclude yourself from the settlement, you cannot sue Mills College, Northeastern University, or other Released Parties, continue to sue, or be part of any other lawsuit against Mills College, Northeastern University, or other Released Parties about the claims and issues in this case. The release is described more fully in the Settlement Agreement and describes the legal claims you give up if you stay in the settlement class. The settlement agreement is available at the settlement website, [insert settlement website URL].

HOW TO GET A PAYMENT

9. How can I get a payment? What if I need to change the address the payment is sent to?

You do not have to fill out a form to receive a payment if you are member of the Class. To receive a payment from the settlement, Mills College, Northeastern University, or Class Counsel must have your current address on file. The Settlement Administrator will mail a check to the Class Members at that address.

If you have moved, are moving to a new location, or want your check mailed to a different location than where this notice was mailed, you must contact the Settlement Administrator and provide your desired address. You can email, mail, or call the Settlement Administrator. The contact information is listed on [insert settlement website URL] and located below.

10. When will I get my payment?

Payments will be mailed after the Court grants final approval of the settlement and after any and all appeals are resolved and/or the time for appeal has expired. If the Court approves the settlement after a hearing on [insert date] at [insert time], there may be appeals which may delay or reject the settlement approval. The final approval hearing may

be moved by order of the Court without additional notice, so be sure to check the settlement website at [insert settlement website URL] if you are considering attending the hearing.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue on your own about the legal issues in this case, then you must take steps to get out. This is called excluding yourself or opting out of the settlement class.

11. How do I get out of the settlement?

To exclude yourself from the settlement, you must complete and timely mail to the Settlement Administrator an unequivocal written request that includes the following:

- Your name and address;
- The name of the case: *Willa Cordrey et al. v. Mills College, et al.*, Superior Court of the State of California, County of Alameda, case number 22CV011159.
- A statement that you want to be excluded from this settlement; and
- Your signature.

You must mail your “opt-out” request, postmarked no later than [insert date - 45 days from the date the Settlement Administrator mails the Class Notice], to:

[insert address of Settlement Administrator]

If you do not include the required information or do not submit your request for exclusion on time, you will remain a Settlement Class Member and will be bound by the settlement’s release of claims.

12. If I exclude myself, can I still get a payment?

No.

OBJECTING TO THE SETTLEMENT

13. How can I tell the Court if I do not like the settlement?

A Settlement Class Member may object to the Agreement either on their own, or through an attorney hired at their expense. Any objection may be in writing, signed by the Settlement Class Member (and attorney, if individually represented), and sent to the Settlement Administrator. The Settlement Administrator will send all objections to Class Counsel and Defense Counsel. Class Counsel will then file such written objections with the Court and no later than [insert date – 25 days prior to the Final Approval Hearing]. Any written objection shall contain a caption or title that identifies it as “Objection to Class

Settlement *Willa Cordrey et al. v. Mills College, et al.*, Superior Court of the State of California, County of Alameda, case number 22CV011159.” Alternatively, Settlement Class Members may object orally to the Agreement at the fairness hearing without needing to submit a written objection or a notice of intent to appear. Information about the fairness hearing may be found on the settlement website [insert settlement website URL].

Any written objection must contain information sufficient to identify and contact the objecting Settlement Class Member (or their individually-hired attorney, if any) as well as a clear and concise statement of the settlement class member’s objection, the facts supporting the objection, and the legal grounds on which the objection is based.

Your written objection, along with any supporting material you wish to submit, must be postmarked no later than [insert date – 39 days prior to the Final Approval Hearing], and must be sent to the Settlement Administrator at the following address:

[insert address of Settlement Administrator]

14. What is the difference between objecting and excluding?

Objecting is telling the Court that you don’t like something about the settlement and asking that it not be approved. You can object to the settlement only if you do not exclude yourself from the settlement. A person who files an objection or orally objects can still receive the benefit of the settlement if the objection is overruled and the settlement is approved.

Excluding yourself from the settlement is telling the Court that you don’t want to be part of the settlement. If you exclude yourself from the settlement, you have no basis to object to the settlement because it no longer affects you. Excluding yourself from the settlement means that you are not entitled to any of the benefits available under the settlement.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes. The Court has appointed the lawyers listed here as “Class Counsel,” meaning that they are appointed to represent all class members:

Bryan Schwartz and Renato Flores of Bryan Schwartz Law, P.C. and Matthew C. Helland and Jasjit Mundh of Nichols Kaster, LLP.

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.

16. How will the lawyers be paid?

Class Counsel intends to file a motion seeking attorneys' fees and expenses to be paid from the Settlement Fund paid by Mills College and Northeastern University. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. The Court will determine the amount of any fees and expenses to award.

The Court will also determine if any other things or amounts should be paid from the Settlement Fund.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing on [insert date] at [insert time], though the date and the time of the fairness hearing may be changed without further notice. Check the settlement website to confirm the date/time of the hearing if you plan to attend, at [insert settlement website URL].

At the fairness hearing, the Court will consider whether the settlement agreement is fair, reasonable, and adequate. The Court will also consider the fee award for Class Counsel and other requests, if any, to pay funds from the Settlement Fund.

If there are objections, the Court will consider them at this time or at such other time as the Court may schedule. After the hearing, the Court will decide whether to approve the settlement.

The address of the Court is:

Superior Court for the State of California, County of Alameda
Department 23
1221 Oak Street, Oakland, CA 94612

18. Do I have to come to the hearing?

No Class Members need to attend the hearing. Class Counsel will seek to answer any questions the Court may have. You may attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

Yes, you may speak at the fairness hearing and no prior notification is required. Information about the fairness hearing may be found on the settlement website [insert settlement website URL].

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you will be included in the settlement, you will receive the benefits of the settlement provided to the class of which you are a member and in return you will release any claim you have against Mills College, Northeastern University, or other Released Parties relating to the claims alleged in the suit.

If you do not exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Mills College, Northeastern University, or other Released Parties about the legal issues in this case.

GETTING MORE INFORMATION

21. How do I get more information or contact the settlement administrator?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can review a complete copy of the Settlement Agreement and other information at the settlement website, [insert settlement website URL]. If you have additional questions, you can visit this settlement website. You can also write to the settlement administrator by mail or call toll-free.

MAIL: [insert Settlement Administrator address]

PHONE: 1-xxx-xxx-xxxx

Updates will be posted at [insert settlement website URL] as information about the settlement process becomes available.

Please do not contact the Court concerning this case.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.