

Exhibit A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into between Plaintiffs Nancy Quiroz, Surya Veeravalli, and Daniel Greenwald (“Plaintiffs” or “Class Representatives”), on behalf of themselves and a class of individuals similarly situated (the “Settlement Class” or “Class Members,” as defined below) and Defendant Northwestern University (“Northwestern”). Plaintiffs, Class Members and Northwestern are referred to individually as “Party” and collectively as the “Parties.”

RECITALS AND BACKGROUND

A. On December 22, 2020, Plaintiffs filed a consolidated class action complaint in the Northern District of Illinois – *Quiroz, et al v. Northwestern University*, Case No. 1:20-cv-04798 (N.D. Ill.) – alleging breach of contract and unjust enrichment claims as a result of Northwestern’s transition of in-person instruction and other educational services to a virtual environment due to the COVID-19 pandemic and related state and local public health mandates and orders (the, “Action”).

B. Northwestern has asserted defenses to Plaintiffs’ claims, vigorously contested each and every claim in the Action and denied all material allegations of the Action and would continue to assert numerous defenses if this matter proceeded further.

C. On February 5, 2021, Northwestern moved to dismiss the Action for failure to state a claim. In response to the motion to dismiss, Plaintiffs filed a motion to strike on March 8, 2021, as well as an opposition to Northwestern’s motion.

D. After the Court granted Northwestern’s motion with leave for Plaintiffs to amend, Plaintiffs filed their First Amended Consolidated Class Action Complaint on October 15, 2021.

E. On November 19, 2021, Northwestern filed a motion to dismiss Plaintiffs’ First Amended Complaint. The Court denied Northwestern’s motion on August 4, 2022. Northwestern then filed a motion for reconsideration, which the Court also denied on February 17, 2023.

F. The Parties then engaged in fact discovery for over two years. Northwestern produced documents and took the depositions of Plaintiffs. Plaintiffs produced documents and took depositions of some of Northwestern’s employees.

G. During the course of the litigation, Plaintiffs and Northwestern participated in two private mediation sessions through JAMS: first on June 20, 2023, which did not result in a settlement, and then on May 6, 2025, which did result in an agreement in principle for a class-wide settlement.

H. This settlement was reached as a result of extensive arms-length negotiations between the Parties and counsel. Before and during these settlement discussions and mediation, the Parties had arms-length exchange of sufficient information to permit Plaintiffs and Class Counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions. The Parties did not discuss Attorneys’ Fees and Costs or any potential Service Award until they first agreed on the substantive terms of this settlement.

I. On June 13, 2025, the Parties advised the Court that they had settled the Action.

J. Northwestern has concluded, despite its belief that it is not liable for the claims asserted and that it has good and valid defenses thereto, that it would be in its best interests to enter this Agreement. Therefore, without admitting any wrongdoing or liability, Northwestern has agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims that were asserted or could have been asserted in, or relate in any way whatsoever to, the Action.

K. Class Counsel (as hereinafter defined) has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Settlement Class against Northwestern. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that this settlement with Northwestern for the consideration and on the terms set forth herein is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, and the impact of this Agreement on Plaintiffs and the Settlement Class. Based upon their analysis and evaluation of a number of factors, Plaintiffs and Class Counsel recognize the risks of litigation, including the possibility that the Action, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years.

L. Class Counsel and Plaintiffs, after taking into account the foregoing, along with the risks and costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action and the prompt provision of effective relief to the Settlement Class are in the best interests of the Class Members.

M. The Parties, by and through their respective counsel, have engaged in settlement discussions in connection with the potential resolution of the Action, and— subject to the approval of the Court — have elected to settle the Action pursuant to the terms set forth in this Agreement. This Agreement is contingent upon the issuance by the Court of both Preliminary Approval and Final Approval. Should the Court not issue Preliminary Approval and Final Approval, Northwestern does not waive, and instead expressly reserves, all rights to defend this Action.

N. NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Action.

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

1.1. **Action** means *Quiroz, et al v. Northwestern University*, Case No. 1:20-cv-04798 (N.D. Ill.).

1.2. **Agreement** means this Settlement Agreement and Release.

- 1.3. **Attorneys' Fees and Costs** means such funds as may be awarded by the Court consistent with the terms of this Agreement to Class Counsel for their past, present, and future work, efforts, and expenditures in connection with this Action and settlement, including fees, costs, and expenses of any co-counsel, local counsel, experts, consultants, or other individuals retained by, or who assisted Class Counsel in connection with this Action and settlement, as described more particularly in Section 3.3 of this Agreement.
- 1.4. **Class Counsel** means (Eddie) Jae K. Kim and Tiffine E. Malamphy of Lynch Carpenter, LLP, 117 East Colorado Blvd., Suite 600, Pasadena, CA 91105; Michael Tompkins of Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, New York 11514; James A. Francis of Francis Mailman Soumilas, P.C., 1600 Market Street, Suite 2510, Philadelphia, PA 19103; Yvette Golan of The Golan Law Firm, 2000 M Street N.W., Suite 750-A, Washington, D.C. 20036; and Daniel A. Edelman of Edelman, Combs, Lattuner & Goodwin, LLC, 20 S. Clark Street, Suite 1800, Chicago, IL 60603.
- 1.5. **Class List** means a list in electronic format, preferably Excel, that includes, for each respective Class Member, the names, last known addresses, last known e-mail addresses, and last known telephone numbers. The Class List shall consist solely of directory information as defined in 34 C.F.R. § 99.3 and 20 U.S.C. § 1232g(a)(5)(A). The Class List shall be provided by Northwestern to the Settlement Claims Administrator and maintained by the Settlement Claims Administrator in a confidential fashion.
- 1.6. **Costs and Fees** means Class Counsel's Attorneys' Fees and Costs; costs and fees associated with the Settlement Claims Administrator; and Service Award to be paid to Plaintiffs in accordance herewith.
- 1.7. **Court** means the United States District Court, Northern District of Illinois.
- 1.8. **Days** means business days if the specified number is ten (10) days or fewer, and calendar days if the specified number is greater than ten (10) days.
- 1.9. **Defendant or Northwestern** means Northwestern University.
- 1.10. **Election Form** means the form, a copy of which is attached to the Notice of Settlement of Class Action Lawsuit in substantially the same form as Exhibit 1, or as otherwise approved by the Court, that Class Members may return to designate which method for receiving the funds would be preferred, including physical check, Venmo, Paypal, or other reasonable available options. In the absence of a Class Member returning an Election Form, the Settlement Claims Administrator shall mail a physical check.
- 1.11. **Final Approval** means issuance of an order, granting final approval of this Agreement as binding upon the Parties; holding this Agreement to be final, fair, reasonable, adequate, and binding on all Class Members who have not excluded themselves as provided below; ordering that the settlement relief be provided as set forth in this Agreement; ordering the releases as set forth in Section 3.6 of this Agreement; entering judgment in this case; and retaining continuing jurisdiction over the interpretation, implementation, and enforcement of the settlement.

- 1.12. Final Effective Date** means, provided no appeal is timely filed, sixty (60) days after the Court has entered a Final Approval Order. If an appeal is timely filed, the latest of the following, if applicable, becomes the Final Effective Date: (1) any appeal from the Final Approval Order has been finally dismissed; (2) the Final Approval Order has been affirmed on appeal in a form substantially identical to the form of the Final Approval Order entered by the Court; (3) the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; and (4) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Approval Order in a form substantially identical to the form of the Approval Order entered by the Court.
- 1.13. Gross Settlement Fund** means Northwestern's sole cash contribution in the amount of Four Million Dollars (\$4,000,000.00) to be used to fully satisfy any and all current cash benefits to be paid to Class Members and all Costs and Fees.
- 1.14. Net Settlement Fund** means the Gross Settlement Fund minus Court-approved Costs and Fees.
- 1.15. Notice(s)** means the Court-approved form of notice to Class Members in substantially the same form as Exhibits 2 and 3.
- 1.16. Notice Response Deadline** means (i) thirty (30) days from the date of the initial mailing and/or e-mailing of the Notice or as otherwise set by the Court, and (ii) an additional fifteen (15) days later for any Class Members who were unable to file a timely Election Form, due to factors such as change of address, military service, hospitalization, or other extraordinary circumstances.
- 1.17. Objector** means an individual Class Member who properly files an objection to this Agreement.
- 1.18. Opt-out Deadline** means on or before the Notice Response Deadline.
- 1.19. Plaintiffs** mean Nancy Quiroz, Surya Veeravalli, and Daniel Greenwald.
- 1.20. Preliminary Approval Order** means an Order entered by the Court, substantially in the form of Exhibit 4, (i) granting preliminary approval to this Agreement as within the range of possible Final Approval; (ii) approving the procedures for effectuating notice to Class Members, (iii) approving the Notice and Election Form for publication, and (iv) setting dates by which Final Approval should be sought or obtained.
- 1.21. Released Claims** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and or obligations whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences,

acts, disclosures, statements, representations, omissions or failures to act regarding Northwestern's actions and/or decisions with respect to COVID-19 policies and procedures for the Spring 2020, Summer 2020, and Fall 2020 quarters or terms, specifically transitioning in-person instruction and other educational services and activities 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, without regard to subsequent discovery or the existence of different or additional facts.

- 1.22. Released Parties** means Northwestern and the Board of Trustees of Northwestern, individually and collectively, and all of their present, future and former parent, subsidiary and affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing's respective present, former or future officers, directors, trustees, affiliates, employees, administrators, faculty members, agents, advisors, representatives, volunteers, attorneys, outside counsel, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, consultants, independent contractors, insurers, including without limitation employees of the foregoing, directors, trustees, board members, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, corporations, and all third party service providers or entities identified as Northwestern's agents and/or independent contractors in this Action.
- 1.23. Releasing Parties** means Plaintiffs, those Class Members who do not timely opt out of the Settlement Class, and all of their respective past, present and future heirs, executors, family members, lenders, funders, payors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.
- 1.24. Service Award** means the portion of the Gross Settlement Fund, if any, requested by Plaintiffs who actively participated in the Action and approved by the Court as a reasonable award to the Plaintiffs for representing the interests of the Settlement Class and/or actively participating in the Action.
- 1.25. Settlement Claims Administrator** means Epiq Systems, subject to Court approval, unless another third-party administrator is later agreed to be the Parties in writing and approved by the Court.
- 1.26. Settlement Class or Class Members** means: all full-time students enrolled in degree-conferring programs at Northwestern University campuses in the United States for Spring 2020, Summer 2020 and/or Fall 2020 quarters or terms, and whose tuition was not fully funded by Northwestern in any of the respective quarters or terms (Spring 2020, Summer 2020, or Fall 2020) in which they were thereby enrolled. Excluded from the Settlement

Class are (1) any District Judge or Magistrate Judge presiding over this Action, his or her law clerks, spouse, and any person within the third degree of relationship living in the Judge's household and the spouse of such a person; (2) Northwestern, any entity in which Northwestern has a controlling interest, and their current or former trustees, officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (4) the legal representatives, successors or assigns of any such excluded persons.

1.27. Settlement Checks means checks issued to Class Members.

2. APPROVAL AND PROCEDURE

2.1. Settlement Claims Administrator.

2.1.1. Funding Settlement Claims Administrator. The Settlement Claims Administrator shall be paid out of the Gross Settlement Fund.

2.1.2. Responsibilities of Settlement Claims Administrator. The Settlement Claims Administrator shall be responsible for: (i) printing and disseminating, via mail and/or e-mail to the Settlement Class the Notice and Election Forms; (ii) performing a skip trace and resending any Notice and Election Form returned without a forwarding address, or resending to those with a new forwarding address; (iii) responding to inquiries from the Parties; (iv) monitoring and maintaining a telephone number with telephone answerers until the Final Effective Date or the termination of this Agreement, whichever comes first; (v) promptly furnishing to counsel for the Parties copies of any requests for exclusion, objections or other written or electronic communications from each Class Member that the Settlement Claims Administrator receives; (vi) receiving, retaining and reviewing the Election Forms submitted by each Class Member; (vii) keeping track of requests for exclusion or objection, including maintaining the original envelope in which the request or objection was mailed; (viii) distributing the Settlement Checks to Class Members and/or Court-approved Costs and Fees, as necessary; (ix) preparing, sending and/or wire-transferring Class Counsel's Attorneys' Fees and Costs; (x) mailing Service Award and Settlement Checks in accordance with this Agreement and the Approval Order; (xi) responding to inquiries of Class Members regarding procedures for filing objections, Opt-out Statements, and Election Forms; (xii) referring to Class Counsel all inquiries by Class Members regarding matters not within the Settlement Claim Administrator's duties specified herein; (xiii) responding to inquiries of counsel for the Parties relating to the Settlement Claims Administrator's duties specified herein; (xiv) promptly apprising counsel for the Parties of the activities of the Settlement Claims Administrator; (xv) maintaining adequate records of its activities, including the dates of the mailing of Notices and mailing and receipt of Election Forms, returned mail and any and all other actual or attempted written or electronic communications with the Settlement Class; (xvi) confirming in writing to counsel for the Parties and the Court its completion of the administration of the settlement; (xviii) timely responding to communications from

the Parties and their counsel; (xix) providing all information, documents and calculations necessary to confirm the distribution of the Net Settlement Fund to the Parties' Counsel; (xx) obtaining, administering, and maintaining a settlement website; (xxi) providing CAFA notice (as described below); and (xxii) such other tasks as the Parties mutually agree.

- 2.1.3. **CAFA Notice.** Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Claims Administrator shall cause to be served upon the Attorneys General of each U.S. State in which Class Members reside, the Attorney General of the United States, and other required government officials, notice of the proposed settlement as required by law.
- 2.1.4. **Weekly Reporting Requirements.** Throughout the period of claims administration, the Settlement Claims Administrator shall provide reports to the Parties upon their request regarding (i) the status of the emailing and physical mailing of the Notices and Election Forms to Class Members, (ii) the status or progress of the claims administration process, (iii) anticipated or expected distribution of the Settlement Checks, and (iv) any other aspect of the claims administration process. Beginning the second Friday after Notice is mailed to Class Members, the Settlement Claims Administrator shall provide counsel for the Parties weekly updates on the number of Class Members, Objectors, and Opt-outs.
- 2.1.5. **Access to the Settlement Claims Administrator.** The Parties will have equal access to the Settlement Claims Administrator. Class Counsel and Northwestern's Counsel agree to use their best efforts to cooperate with the Settlement Claims Administrator and provide reasonable assistance in administering the settlement.

2.2. **Preliminary Approval Motion.**

- 2.2.1. Within thirty (30) days of complete execution of this Agreement or in accordance with any orders set by the Court, Class Counsel shall file a Motion for Preliminary Approval ("Preliminary Approval Motion"). In connection with the Preliminary Approval Motion, Class Counsel will submit to the Court: (1) the proposed Notice(s), (2) the proposed Election Form, (3) the proposed Preliminary Approval Order, (4) an executed version of this Agreement, and (5) the necessary documents, memorandum, affidavits and exhibits for the purposes of approving the settlement. The Preliminary Approval Motion also will seek the setting of a date for individuals to submit Election Forms, Opt-out Statements and/or object to this Agreement.
- 2.2.2. In the Preliminary Approval Motion, Class Counsel shall inform the Court of the intended process to obtain a "Final Approval Order" in accordance with the Court-approved schedule, so that the Court may, among other things: (1) approve the settlement as fair, adequate and reasonable; (2) incorporate the terms of the Release, as described herein; (3) dismiss the Action with prejudice; (4) award Costs and Fees, including any Service Award; and (5) authorize distribution and payment to the Class Members.

2.3. Notice and Election Forms to Class Members.

- 2.3.1. **Class List.** Within fourteen (14) days of the Preliminary Approval Order being signed by the Court, Northwestern’s Counsel shall provide the Settlement Claims Administrator with the Class List. The Class List will be provided to the Settlement Claims Administrator for the sole purpose of the Settlement Claims Administrator performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time.¹
- 2.3.2. **Notice.** The Notice(s) will inform the Settlement Class about this settlement, and will also advise them of their rights, including their ability to object to, opt-out of, or participate in the settlement. Within thirty (30) days after receipt of the Class List, or as otherwise ordered by the Court, the Settlement Claims Administrator shall (1) email a copy of the short form Notice to all Class Members for whom the Settlement Claims Administrator has a valid email address, and (2) mail a copy of the long form Notice and Election Form to all Class Members not presently enrolled at Northwestern for whom the Settlement Claims Administrator does not have a valid email address through regular U.S. Mail to such students’ last known mailing address as listed in Northwestern’s records.
- 2.3.3. **Skip Trace and Remailing.** If a Notice is returned as undeliverable via email, then the Settlement Claims Administrator shall take all reasonable steps to obtain a mailing address, including performing a skip trace, and shall email the short form Notice to any other email address obtained or mail the long form Notice to any physical address. If a long form Notice is returned as undeliverable via mail, then the Settlement Claims Administrator shall take all reasonable steps to obtain a mailing address, including requesting such information from Northwestern, performing a skip trace, and/or remailing the long form Notice to any address. The Settlement Claims Administrator shall also mail a long form Notice and Election Form to any Class Member who requests them after the initial emailing of Notice and before the Notice Response Deadline. The Settlement Claims Administrator will notify Class Counsel and Northwestern’s Counsel of any Notices and Election Forms returned as undeliverable after the first mailing and/or emailing, including those returned as undeliverable after any subsequent mailing. All costs of locating Class Members will be paid from the Gross Settlement Fund. To assist in obtaining a more accurate email or physical address for any Class Member, Class Counsel may provide such addresses, to the extent they are known, to the Settlement Claims Administrator to be used for the purpose of mailing the Notice.
- 2.3.4. **Notice Response Deadline.** Class Members are not required to take any affirmative

¹ Consistent with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and associated regulations, 34 C.F.R. Part 99 (collectively, “FERPA”) and Northwestern’s policies, Northwestern may disclose directory information to the Settlement Administrator. *See* 34 C.F.R. § 99.37. Moreover, any order granting preliminary or final approval of the Settlement shall constitute a judicial order within the meaning of FERPA, *see* 34 C.F.R. § 99.31(a)(9)(i), and the Settlement and the Court’s order shall constitute specific notice of Northwestern’s intention to comply with that order, and shall be deemed a reasonable effort to notify eligible students pursuant to 34 C.F.R. § 99.31(a)(9)(ii).

steps to participate in this Action and upon final approval, Settlement Checks will be mailed to all Class Members by the dates set forth in this Agreement or in the Final Approval Order. However, Class Members shall be given the opportunity via the Election Form to decide upon a reasonably convenient method for them to receive their settlement proceeds among several reasonable options (i.e. mailing of checks, Venmo, PayPal, etc.). Class Members may submit their Election Forms via first class mail, fax, email, or through the Settlement Website by the Notice Response Deadline. The Notice Response Deadline for Election Forms shall be forty-five (45) days from the date of the initial mailing or as otherwise set by the Court. If an envelope does not contain a postmark, it shall be deemed received on the date that the Settlement Claims Administrator stamps the envelope or Election Form as “received.”

- 2.3.5. **Settlement Website.** On the same date as initial mailing and/or e-mailing of Notices, notice shall also be provided on a website at an available settlement URL such as <https://www.northwesterntuitionrefund.com/>, which shall be obtained, administered, and maintained by the Settlement Claims Administrator. Copies of this Agreement, Notice, Election Form, and other pertinent documents and Court filings pertaining to the settlement shall be provided on the Settlement Website.

2.4. Opt-outs: Class Members Who Opt-out of the Settlement.

- 2.4.1. Class Members who elect to opt-out of the settlement as set forth in this Agreement must mail, via First Class United States Mail, postage prepaid, a written, signed statement to the Settlement Claims Administrator that states he or she is opting out of the settlement (“Opt-out Statement”). In order to be valid, the Opt-out Statement must include the name, address, and telephone number of the Class Member, and a statement indicating his or her intention to opt-out. To be effective, an Opt-out Statement must be postmarked by United States Postal Service on or before the Notice Response Deadline.
- 2.4.2. The time period to opt-out of the settlement shall be on or before the Notice Response Deadline.
- 2.4.3. The Settlement Claims Administrator shall stamp the received date on the original of each Opt-out Statement and send copies of each Opt-out Statement to Class Counsel and Northwestern’s Counsel not later than seven (7) days after receipt. The Settlement Claims Administrator shall, within seven (7) of the end of the Notice Response Deadline, send a final list of all Opt-out Statements to Class Counsel and Northwestern’s Counsel by email. The Settlement Claims Administrator shall retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Claims Administrator is relieved of its duties and responsibilities in connection with this Agreement.
- 2.4.4. Any Class Member who does not timely submit an Opt-out Statement pursuant to this Agreement will be deemed to have accepted the settlement and the terms of

this Agreement, will be bound by the Final Approval Order, and will have any and all Released Claims released and dismissed with prejudice.

2.5. Objectors: Class Members Who Object to the Settlement.

- 2.5.1. Class Members who wish to present objections to the proposed settlement must do so in writing by the Notice Response Deadline. To be considered, such statement must be mailed to the Settlement Claims Administrator via First Class Mail, postage pre-paid, and postmarked by the United States Postal Service on or before the Notice Response Deadline. The statement must include: (1) the objector's name, address and telephone number; (2) an explanation of the basis upon which the objector claims to be a Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection, if any; (5) a statement indicating whether the objector intends to appear at the hearing on final approval (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); (6) copies of any papers, briefs, declarations, affidavits or other documents upon which the objection is based; (7) a detailed list of any other objections submitted by the Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (8) the objector's signature, in addition to the signature of the objector's attorney (if any) – an attorney's signature alone shall not be deemed sufficient to satisfy this requirement. Failure to include any of the information or documentation set forth in this paragraph shall be grounds for overruling and/or striking the objection. The Settlement Claims Administrator will stamp the date received on the original and send copies of each objection, supporting documents, as well as a copy of the Notice mailed to the Objector, to Class Counsel and Northwestern's Counsel by email delivery no later than three (3) days after receipt of the objection.
- 2.5.2. An Objector may withdraw his or her objections at any time. Any Class Member who has elected to opt-out may not submit objections to the settlement.
- 2.5.3. To the extent that the issue raised by the Objector has not been resolved, the Objector or either Party may seek relief from the Court including declaring that the Objector has opted out or that her/his objection has been overruled.

2.6. Final List of Class Members, Objectors and Opt-Outs.

- 2.6.1. To the extent that any issues arise, they should be addressed by the Parties. If the issues cannot be resolved, they should be submitted to the Court via the Motion for Final Approval with designated paragraphs concerning the respective position of the Parties.

2.7. Final Approval Motion.

- 2.7.1. No later than thirty (30) days after the Notice Response Deadline, or in accordance with any orders set by the Court, Plaintiffs shall move for Final Approval of the Settlement, including dismissal of the Action and all claims with prejudice and approval of all procedures for effectuating the terms of the settlement.
- 2.7.2. Within five (5) days after Final Approval Order from the Court, Northwestern shall provide Class Counsel and the Settlement Claims Administrator an updated Class List, if requested, including any information required by the Settlement Claims Administrator to process payment and perform the necessary reporting.
- 2.7.3. Within fifteen (15) days after Final Approval Order from the Court, the Settlement Claims Administrator shall finalize calculations for allocation of the settlement proceeds and provide a version to the Parties. To the extent any issues arise from the calculations, the Parties shall convene a meet and confer. To the extent that the Parties are unable to resolve the disputes concerning the calculations, the Parties shall submit the settlement to the Court for final resolution of the calculations and distributions.

2.8 Right to Terminate.

- 2.8.1. The Class Members, on behalf of the Settlement Class, or Northwestern, shall have the right to terminate this Agreement by providing written notice of the election to do so to Class Counsel or Northwestern's Counsel within fourteen (14) days of any of the following events: (i) the Court declines to approve the Agreement as written without material modification or if on appeal the Court's approval is reversed or modified through material modification of the Agreement; (ii) the Court materially alters any of the terms of the Agreement; or (iii) the Preliminary Approval Order or the Final Order and Judgment is not entered by the Court without material modification of the Settlement Agreement or is reversed or modified on appeal or otherwise fails for any reason. A reduction in Class Counsel's Attorneys' Fees and Costs and/or Service Awards shall not be deemed to be a material alteration.
- 2.8.2. Either Party may terminate this Agreement in the event that more than five (5%) of the individuals listed on the Class List submit timely and valid requests for exclusion from the Settlement, provided that the Party provides written notice of the election to do so within ten (10) days following the Notice Response Deadline.
- 2.8.3. In the event the Agreement is terminated for any of the reasons above, the Parties must attempt to renegotiate and/or should seek reconsideration or, if applicable, appellate review.
- 2.8.4. In the event reconsideration and/or appellate review is denied or a mutually agreed upon Settlement modification is not approved and the Parties decide to forego further negotiations, the Parties, pleadings, and proceedings will return to the status

quo ante as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Action.

- 2.8.5. In the event this Agreement is terminated after Northwestern has deposited the settlement amount into the Gross Settlement Fund, all funds, including any interest, shall be returned to Northwestern.

3. PAYMENTS

3.1. Funding the Gross Settlement Fund. On or before fourteen (14) days after the Court grants the Motion for Preliminary Approval, Northwestern shall pay four million dollars (\$4,000,000.00) to the Gross Settlement Fund (the “Settlement Payment”), which shall be maintained by the Settlement Claims Administrator. Aside from the Settlement Payment specified in this paragraph 3.1, Northwestern shall not pay any additional amount at any time, whether for attorneys’ fees or expenses, incentive awards, settlement administration costs, escrow costs, taxes due from escrow accounts, or any other cost. Northwestern shall not be liable for any monetary payments under this Agreement other than the Settlement Payment.

3.1.1. **Uncashed and Unclaimed Funds.** Once 270 days pass after the mailing of Settlement Checks and all outstanding issues are resolved, any amounts remaining in the Net Settlement Fund shall be distributed to Northwestern’s emergency aid fund for Northwestern students.

3.1.2. To the extent that the Parties cannot agree, the Court shall have binding authority to resolve disputes regarding funding amounts, cy pres awards, the reversion process, and/or the reallocation of uncashed or unclaimed funds.

3.2. Timing of Payments to Class Members and Others. Funds shall be disbursed by the Settlement Claims Administrator as follows:

3.2.1. Within 30 days after the Final Effective Date, the Settlement Claims Administrator shall mail all Settlement Checks to Class Members or distribute funds to Class Members in accordance with method selected on Election Form and in accordance with the allocations set forth in Section 3.5.

3.2.2. The Attorneys’ Fees and Costs granted by the Court shall be paid to Class Counsel out of the Gross Settlement Fund within ten (10) days after the Court issues a Final Approval Order that includes an award of attorneys’ fees and/or expenses to Class Counsel. If the Final Approval Order or the award of attorneys’ fees, costs or expenses is later reversed on appeal then, within ten (10) days of such order, Class Counsel shall repay to the Gross Settlement Fund the amount received.

3.2.3. The Service Awards granted by the Court shall be paid to Plaintiffs out of the Gross Settlement Fund within ten (10) days after the Final Effective Date.

- 3.2.4. The Court shall have binding authority to resolve disputes regarding payments to Class Members, and distribution of settlement proceeds.

3.3. Amounts Payable as Attorneys' Fees and Costs.

- 3.3.1. In connection with the Motion for Final Approval, Class Counsel will petition the Court for an award of no more than one million three hundred and thirty-two thousand dollars (\$1,332,000) for attorneys' fees and will additionally petition the Court for reimbursement of reasonable litigation costs, and expenses not to exceed fifty-eight thousand one hundred dollars and eighty-five cents (\$58,100.85), other than costs associated with the Settlement Claims Administrator incurred in connection with the Action.
- 3.3.2. Northwestern is not obligated to take, does not take, and unless requested to do so by the Court, will not take any position with respect to the application by Class Counsel for Attorneys' Fees and Costs.
- 3.3.3. The substance of Class Counsel's application for Attorneys' Fees and Costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The outcome of any proceeding related to Class Counsel's application for Attorneys' Fees and Costs shall not be deemed a modification of the terms of this Agreement, terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval.

3.4. Service Award for Plaintiffs.

- 3.4.1. In return for services rendered to the Settlement Class, Plaintiffs may apply to the Court to receive a Service Award of no more than fifteen thousand dollars (\$15,000.00) each.
- 3.4.2. The application for a Service Award is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The outcome of the Court's ruling on the application for the Service Award will not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval.

3.5. Settlement Administrator Costs.

- 3.5.1. The Settlement Administrator is to be paid approximately \$63,873 in costs out of the Gross Settlement Fund.

3.6. Net Settlement Fund and Allocation to Class Members.

- 3.6.1. **Allocation.** The Settlement Claims Administrator shall prepare calculations to be approved by the Parties, and the Net Settlement Fund shall be distributed to Class Members based on the following terms and criteria:

- 3.6.1.1.1. Class Members who enrolled in the Spring 2020 quarter or term at any of Northwestern's campuses in the United States are eligible for an equal pro-rata distribution out of an allotment of 75% of the Net Settlement Fund.
- 3.6.1.1.2. Class Members who enrolled in the Summer 2020 quarter at any of Northwestern's campuses in the United States are eligible for an equal pro-rata distribution out of an allotment of 7% of the Net Settlement Fund.
- 3.6.1.1.3. Class Members who enrolled in the Fall 2020 quarter or term at any of Northwestern's campuses in the United States are eligible for an equal pro-rata distribution out of an allotment of 18% of the Net Settlement Fund.
- 3.6.1.1.4. Class Members who enrolled in more than one of the relevant quarters or terms at any of Northwestern's campuses in the United States (e.g., Spring 2020 and Fall 2020, or Spring 2020 and Summer 2020) are eligible to receive a distribution, as set forth above, for each quarter or term that they were enrolled.

3.7. Release of Claims.

- 3.7.1. Upon the Final Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims.
- 3.7.2. In addition, upon the Final Effective Date, the Releasing Parties, shall be deemed to have expressly waived and released any and all provisions, rights, and/or benefits conferred by Section 1542 of the California Civil Code, which reads:

Section 1542. Release. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, notwithstanding that the release in Paragraph 3.7.1 is not a general release and is of claims against the Released Parties only. Each Releasing Party may hereafter discover facts other than or different from those which he, she or it knows or believes to be true with respect to the claims that are subject matter of Paragraph 3.7.1. Nonetheless, upon the Final Effective Date, each Releasing Party also hereby expressly waives and fully, finally, and forever settles, releases

and discharges any and all claims that it may have against the Released Parties under §17200, *et seq.*, of the California Business and Professions Code or any similar or comparable or equivalent provisions of the law of any other state or territory of the United States or other jurisdiction which claims are expressly incorporated into the definition of the Released Claims.

- 3.7.3. Except as provided in this Agreement, upon payment of all Costs and Fees as approved by the Court, Class Counsel, on behalf of the Class Members, irrevocably and unconditionally release, acquit, and forever discharge any claim that he, she or they may have against the Released Parties for attorneys' fees, expenses, disbursements and all other costs and fees associated with Class Counsel's representation of the Settlement Class. Class Counsel further understands and agrees that any fee payments approved by the Court will be the full, final and complete payment of all attorneys' fees, expenses, disbursements and all other costs and fees associated with Class Counsel's representation in the Action.
- 3.7.4. The Releasing Parties agree not to commence any legal or administrative action against any Released Party with respect to any Released Claim, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

3.8. Non-Admission of Liability. By entering this Agreement, Northwestern in no way admits any violation of law or any liability whatsoever to Plaintiffs and/or Class Members, individually or collectively, all such liability being expressly denied. Rather, Northwestern enters into this Agreement to avoid further protracted litigation and to fully and finally resolve and settle all disputes with the Plaintiffs and Class Members. Settlement of the Action, negotiation and execution of this Agreement, and all acts performed and documents executed pursuant to or in furtherance of this Agreement or the settlement: (1) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of Northwestern or of the truth of any of the factual allegations in any and all complaints or other papers filed by Plaintiffs in the Action; and (2) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part of Northwestern in any civil, criminal, administrative, or arbitral proceeding. The Parties understand and agree that this Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of the Agreement.

4. INTERPRETATION AND ENFORCEMENT

- 4.1. Cooperation Between the Parties; Further Acts.** The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
- 4.2. Media Inquiries.** The Parties agree that they will not themselves, nor will they authorize anyone, including their counsel, to contact the media, issue any press release, or otherwise

initiate any public disclosure (including over social media or other forms of electronic communication) regarding the terms of this Agreement. In responding to any and all media inquiries regarding the Settlement and this Agreement once they become public and to further use in any and all public-facing statements regarding the Agreement, the Parties agree to offer only the following mutually acceptable language: “The Parties agreed to settle this Action without any admission of wrongdoing or determination of liability in order to avoid further risk and expenses to Plaintiffs and Northwestern.” This section does not apply to court filings and proceedings, government filings, or communications with Class Members.

- 4.3. **No Assignment.** Class Counsel and Plaintiffs, on behalf of the individual Class Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Action, or any related action.
- 4.4. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.
- 4.5. **Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to Plaintiffs and all Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns. Notwithstanding the passage of any legislation, bill, regulation, or other change in the law that may materially affect the rights of Plaintiffs and all Class Members in the Action, this Agreement is binding.
- 4.6. **Arms’ Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms’ length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 4.7. **Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 4.8. **Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Illinois, without regard to choice of law principles.
- 4.9. **Continuing Jurisdiction.** The Parties shall request the Court to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby. The Parties may not unilaterally petition the Court to modify this Agreement or to increase Northwestern’s payment obligations, except to the extent provided in this Agreement.

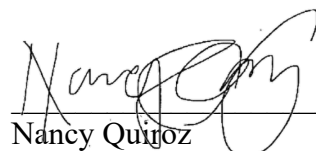
- 4.10. Waivers, Modifications and Amendments to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 4.11. When Agreement Becomes Effective; Counterparts.** This Agreement shall become effective upon its full execution. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- 4.12. Facsimile, Email and Electronic Signatures.** Any Party may execute this Agreement by electronic signature and/or by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile or email to counsel for the other Party. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or email.
- 4.13. Enforcement Actions.** In the event that one or more of the Parties to this Agreement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.
- 4.14. Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

WE AGREE TO THESE TERMS,

FOR DEFENDANT:

Northwestern University

FOR PLAINTIFFS AND THE
SETTLEMENT CLASS:


Nancy Quijoz

- 4.10. Waivers, Modifications and Amendments to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 4.11. When Agreement Becomes Effective; Counterparts.** This Agreement shall become effective upon its full execution. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.
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WE AGREE TO THESE TERMS,

FOR DEFENDANT:

Northwestern University

 _____

FOR PLAINTIFFS AND THE
SETTLEMENT CLASS:

Nancy Quiroz

By: _____

Date: _____

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lrobinson@willkie.com
cholt@willkie.com

Date: _____

Date: 25/12/25

Surya Veeravalli

Surya Veeravalli

Date: _____

Daniel Greenwald

Date: _____

(Eddie) Jae K. Kim
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tiffine@lcllp.com

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&

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John Soumilas
David A. Searles
Edward H. Skipton
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jsoumilas@consumerlawfirm.com

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Date: _____



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Date: _____

Date: _____

Surya Veeravalli

Date: _____



Daniel Greenwald

Date: 12/23/2025

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Date: _____

Date: _____

Surya Veeravalli

Date: _____

Daniel Greenwald


Date: _____



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&

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&

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Date: _Dec. 29, 2025_____

&



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EXHIBIT 1

EXHIBIT 2

To: _____

From: _____

Re: Class Action Concerning Tuition to Northwestern University for Spring 2020, Summer 2020, and Fall 2020 Quarters

YOUR SETTLEMENT PERSONAL ID NUMBER IS: {var:unique_id} YOUR WEBSITE LOGIN PASSWORD IS: {var:pin}

IF YOU PAID TUITION TO NORTHWESTERN UNIVERSITY FOR THE SPRING 2020, SUMMER 2020, AND/OR FALL 2020 QUARTERS, YOU MAY BE ELIGIBLE FOR COMPENSATION FROM A CLASS ACTION SETTLEMENT.

A court authorized this notice. This is not a solicitation from a lawyer.

Why did I get this Notice? A settlement has been reached in the action entitled *Quiroz, et al v. Northwestern University*, Case No. 1:20-cv-04798 (N.D. Ill.). You received this email because Northwestern University's ("Northwestern") records indicate that you may be a member of the class of students on whose behalf this Action was filed, and the settlement may affect your rights. The purpose of this Notice is to inform you of the settlement so that you may decide what steps to take in relation to it.

What is this Action about? Plaintiffs Nancy Quiroz, Surya Veeravalli, and Daniel Greenwald ("Plaintiffs") commenced a putative class action in the United States District Court Northern District of Illinois alleging breach of contract and unjust enrichment related to Northwestern's transition of in-person instruction and other educational services to a virtual environment during a portion of the Spring 2020, Summer 2020 and/or Fall 2020 quarters or terms due to the COVID-19 pandemic and related state and local public health mandates and orders. Northwestern denies Plaintiffs' allegations and that it has done anything wrong. No court has decided which side is right.

Am I affected by the settlement? You are a member of the Class if you fit the following description: you were a full-time student enrolled in degree-conferring programs at Northwestern University campuses in the United States for Spring 2020, Summer 2020 and/or Fall 2020 quarters or terms, and whose tuition was not fully funded by Northwestern in any of the respective quarters or terms (Spring 2020, Summer 2020, or Fall 2020) in which you were thereby enrolled. You are not a Class Member if you are related or married to the District Judge or Magistrate Judge presiding over this Action, the judge's law clerk, a current or former trustee, officer, director, agent, attorney, or employee at Northwestern, or you opt out of the settlement.

What does the settlement provide? The settlement provides for a Gross Settlement Fund of \$4,000,000.00, which will be used to pay Costs and Fees with the Net Settlement Fund distributed to Class Members.

What are my options? You may remain in the Settlement Class and receive the benefits described above. You do not need to do anything to stay in the Class. If you would like to receive your portion of the Net Settlement Fund through digital means such as [Venmo, Paypal, or Zelle] instead of a physical check, or to update your address for a physical check, then you must submit the Election Form by mail or via the settlement website at www.NorthwesternUnivRetFund.com by [DATE].

If you do not want to receive the benefits identified above or to be legally bound by the Settlement, you must notify the Settlement Claims Administrator by [DATE] that you want to be excluded from (opt out of) the Settlement Class. If you choose to be excluded from the Settlement Class, you will not receive the benefits of this settlement. If you stay in the Settlement Class, you may object to the terms of the settlement by [DATE]. There is a more detailed notice available on [WEBSITE] that explains how to request to be excluded (opt out) or to object. The Court will hold a hearing on [DATE] at [TIME] to consider whether to approve the settlement terms and a request by the Class Counsel representing all Class Members for attorneys' fees and costs, and a Service Award to Plaintiffs for their role in this litigation and settlement. You may ask to appear at the hearing, but you are not required to do so.

What if I want more information? For complete information about the settlement and to view the Agreement and related documents, related Court documents, and to learn more about how to exercise your various options under the settlement, visit [WEBSITE]. You may also write to the Settlement Claims Administrator at the following email address: [EMAIL] or send a letter to: [ADDRESS]. You may also contact the Settlement Administrator at the following phone number: [NUMBER].

EXHIBIT 3

United States District Court for the Northern District of Illinois

Quiroz, et al v. Northwestern University, Case No. 1:20-cv-04798 (N.D. Ill.)

IF YOU PAID TUITION TO NORTHWESTERN UNIVERSITY FOR THE SPRING 2020, SUMMER 2020, AND/OR FALL 2020 QUARTERS, YOU MAY BE ELIGIBLE FOR COMPENSATION FROM A CLASS ACTION SETTLEMENT.

A court authorized this notice. This is not a solicitation from a lawyer.

Your legal rights are affected whether you act or not. Please read this notice carefully.

A settlement has been reached in the above-entitled action. If the Court gives final approval of the settlement, Northwestern University (“Northwestern”) will provide the benefits in the settlement and you may be entitled to a portion of the Net Settlement Fund. The purpose of this Notice is to inform you of the settlement so that you may decide what steps to take in relation to it.

BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because a settlement has been reached in the action entitled *Quiroz, et al v. Northwestern University*, Case No. 1:20-cv-04798 (N.D. Ill.). You may be a member of the class of students on whose behalf this Action was filed; thus, you may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed settlement, and your legal rights and obligations. To obtain more information about the settlement, including information about how you can see a copy of the Agreement, see Section 19 below.

2. What is a class action?

In a class action, one or more people called a “Class Representative” (in this case, Nancy Quiroz, Surya Veeravalli, and Daniel Greenwald) sue on behalf of people who have similar claims. For purposes of this proposed settlement, one court will resolve the issues for all Class Members. Since Northwestern was the entity sued in this Action, it is called the Defendant.

3. What are the lawsuits about?

Plaintiffs Nancy Quiroz, Surya Veeravalli, and Daniel Greenwald (“Plaintiffs”) commenced a putative class action in the United States District Court for the Northern District of Illinois alleging breach of contract and unjust enrichment claims related to Northwestern’s transition of in-person

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

instruction and other educational services to a virtual environment during a portion of the Spring 2020, Summer 2020 and/or Fall 2020 quarters or terms due to the COVID-19 pandemic and related state and local public health mandates and orders. Northwestern denies Plaintiffs' allegations and that it has done anything wrong. No court has decided which side is right. To learn more about what has happened in this litigation to date, please see Section 19.

4. Why is there a settlement?

Both sides agreed to the settlement to avoid ongoing litigation costs and going to trial. As a result, the Class Members will receive relief now rather than years from now, if at all.

5. How do I know if I am part of the settlement?

You are a member of the Class if you fit the following description:

you were a full-time student enrolled in degree-conferring programs at Northwestern University campuses in the United States for Spring 2020, Summer 2020 and/or Fall 2020 quarters or terms, and whose tuition was not fully funded by Northwestern in any of the respective quarters or terms (Spring 2020, Summer 2020, or Fall 2020) in which you were thereby enrolled.

You are not a Class Member if you are related or married to the District Judge or Magistrate Judge presiding over this Action, the judge's law clerk, a current or former trustee, officer, director, agent, attorney, or employee at Northwestern, or you opt out of the settlement.

6. What if I am still not sure if I am included?

If you are still not sure whether you are included in the Settlement Class, you can visit the website www.XXXXXXXXXX.com, call toll free X-XXX-XXX-XXXX, or write to [ADDRESS] for more information.

THE PROPOSED SETTLEMENT

7. What relief does the settlement provide?

The Settlement provides for a Gross Settlement Fund of \$4,000,000.00, which will be used to pay Costs and Fees with the Net Settlement Fund distributed to Class members.

Class Members who enrolled in the Spring 2020 quarter or term at any of Northwestern's campuses in the United States are eligible for an equal pro-rata distribution out of an allotment of 75% of the Net Settlement Fund. This equal pro rata amount for Spring term claims is approximately \$153. (These figures are approximate as they will depend upon the exact amounts ultimately approved by the Court for Fees and Costs in this case).

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

Class Members who enrolled in the Summer 2020 quarter at any of Northwestern’s campuses in the United States are eligible for an equal pro-rata distribution out of an allotment of 7% of the Net Settlement Fund. This equal pro rata amount for Summer term claims is approximately \$61.

Class Members who enrolled in the Fall 2020 quarter or term at any of Northwestern’s campuses in the United States are eligible for an equal pro-rata distribution out of an allotment of 18% of the Net Settlement Fund. This equal pro rata amount for Fall term claims is approximately \$36.

Class Members who enrolled in more than one of the relevant quarters or terms at any of Northwestern’s campuses in the United States are eligible to receive a distribution, as set forth above, for each quarter or term that they were enrolled. For example, if a Class Member was enrolled in both Spring 2020 and Fall 2020 terms, then they will receive both the \$153 for their Spring term claim and \$35 for their Fall term claim, for a combined total of approximately \$188.

YOUR RIGHTS AND OPTIONS

If you are a Class Member, you must decide how you wish to handle the settlement and exercise your options as detailed below, including meeting any associated deadline.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
DO NOTHING	<p>Receive the benefits in the Settlement.</p> <p>If you do nothing and the Court approves the settlement, you will receive a portion of the Net Settlement Fund.</p> <p>If you would like to receive your portion of the Net Settlement Fund through digital means such as [Venmo, Paypal, or Zelle] instead of a physical check, or to update your address for a physical check, then you must submit the Election Form by mail or via the settlement website at www.NorthWesternTuitionRebnd.com</p>	<p>Deadline:</p> <p>[DATE]</p>
ASK TO BE EXCLUDED	<p>Get out of this settlement and get no money.</p> <p>If you ask to be excluded from the settlement, you are not eligible to share in the benefits of the settlement. Instead, you will keep any rights to sue Northwestern separately over the legal claims in this Action.</p>	<p>Deadline:</p> <p>[DATE]</p>

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

OBJECT	<p>Challenge the settlement.</p> <p>You may file a written objection telling the Court why you object to (i.e., don't like) the settlement and think it should not be approved. Submitting an objection does not exclude you from the settlement.</p>	<p>Deadline:</p> <p>[DATE]</p>
<p>GO TO THE FINAL APPROVAL HEARING</p>	<p>Go to Court.</p> <p>The Court will hold a "Final Approval Hearing" to consider the fairness of the settlement, the request for attorneys' fees and costs of the lawyers who brought the Action, and the Plaintiffs' requests for a Service Award for bringing the Action.</p> <p>You may, but are not required to, speak at the Final Approval Hearing about any objection you filed to the settlement. If you intend to speak at the Final Approval Hearing, you must also submit a "Notice of Intention to Appear" indicating your intent to do so.</p>	<p>Date and Time:</p> <p>[DATE] at [TIME]</p>

These rights and options – **and the deadlines to exercise them** – are explained in more detail below. The Court has preliminarily approved the settlement and must decide whether to give final approval of the settlement. The relief provided to the Settlement Class will be provided only if the Court gives final approval to the settlement and, if there are any appeals, after the appeals are resolved in favor of the settlement. *Please be patient.*

8. What happens if I do nothing at all?

If you do nothing and the Court approves the proposed settlement, you will be releasing your claims against Northwestern. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Northwestern regarding the claims in the Action. The Agreement, available online at the following Settlement Website: www.WEBSITE.com, contains the full terms of the release.

9. What happens if I exclude myself?

If you exclude yourself from the settlement, you will be excluded from the Settlement Class, you will not receive any relief from the settlement, you will not be bound by the judgment entered in

the Action, and you will not be precluded from prosecuting any timely, individual claim against Northwestern based on the conduct alleged in the Action.

10. How do I request to be excluded?

To exclude yourself, you must mail, via First Class United States Mail, postage prepaid, a written, signed statement stating you wish to opt out (“Opt-out Statement”) to the Settlement Claims Administrator. In order to be valid, the Opt-out Statement must include your name, address, and telephone number, and a statement indicating your intention to opt-out. To be effective, an Opt-out Statement must be postmarked by United States Postal Service or via verification through the Settlement Website on or before the Notice Response Deadline.

The last day of the Notice Response Deadline is [DATE]. The mailing address of the Settlement Claims Administrator is [ADDRESS].

11. How do I tell the Court that I disagree with the settlement?

To object to the settlement, you must submit the objection no later than the last day of the Notice Response Deadline. The objection must be mailed to the Settlement Claims Administrator. An objection statement must be mailed to the Settlement Claims Administrator via First Class Mail, postage pre-paid, and postmarked by the United States Postal Service on or before the Notice Response Deadline. The statement must include:

- (1) the objector’s name, address, and telephone number;
- (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules);
- (6) copies of any papers, briefs, declarations, affidavits, or other documents upon which the objection is based;
- (7) a detailed list of any other objections submitted by the Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

the previous five years (or affirmatively stating that no such prior objection has been made); and

(8) the objector’s signature, in addition to the signature of the objector’s attorney (if any) – an attorney’s signature alone shall not be deemed sufficient to satisfy this requirement.

The last day of the Notice Response Deadline is [DATE]. The mailing address of the Settlement Claims Administrator is [ADDRESS].

12. What is the difference between excluding myself and objecting to the settlement?

Objecting is simply telling the Court that you disagree with something about the settlement. You can object only if you do not exclude yourself from the settlement.

Excluding yourself is telling the Court that you do not want to be part of the settlement. If you exclude yourself, you have no basis to object because the settlement no longer affects you.

THE LAWYERS REPRESENTING THE CLASS.

13. Do I have a lawyer in this case??

Yes. The Court appointed (Eddie) Jae K. Kim and Tiffine E. Malamphy of Lynch Carpenter, LLP; Michael Tompkins of Leeds Brown Law, P.C.; James A. Francis of Francis Mailman Soumilas, P.C.; Yvette Golan of The Golan Law Firm; and Daniel A. Edelman of Edelman, Combs, Latturmer & Goodwin, LLC as “Class Counsel.” You do not have to pay Class Counsel. If you want to be represented by your own lawyer and have that lawyer appear in court for you in this case, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys’ fees and costs up to \$1,390,100.85, which will be paid out of the Gross Settlement Fund. You will not be required to pay any attorneys’ fees or costs.

15. May I get my own lawyer?

You are not required to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you can hire one at your own expense. For example, you can ask your lawyer to appear in court for you if you want someone other than Class Counsel to speak for you.

FAIRNESS HEARING

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

16. What is the Final Approval Hearing?

The Court has preliminarily approved the settlement and will hold a hearing to decide whether to give final approval to the settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the settlement should be approved as fair, reasonable, adequate, and is in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a Service Award to the Plaintiffs. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed settlement. You may attend, but you do not have to do so.

17. When and where is the Final Approval Hearing?

On [DATE] at [TIME] CT, a hearing will be held on the fairness of the proposed Settlement. The hearing will take place before the Hon. Lindsay C. Jenkins in the United States District Court for the Northern District of Illinois, located at 219 South Dearborn Street, Chicago, IL 60604. The hearing may be postponed to a different date, time, or transferred to a different location without notice. Please check www.WEBSITE.com for any updates about the Settlement or Fairness Hearing.

18. May I speak at the hearing?

You may speak at the Final Approval Hearing if: (a) you have timely submitted an objection; and (b) you have timely provided a Notice of Intent to Appear.

If you have requested exclusion from the settlement, you may not speak at the hearing.

GETTING MORE INFORMATION

19. Are more details available?

Visit the Settlement Website at www.WEBSITE.com, where you will find a copy of the Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Action. Alternatively, you may contact the Settlement Claims Administrator at the email address: [EMAIL] or the U.S. postal (mailing) address: [ADDRESS].

This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit <https://ecf.ilnd.uscourts.gov/cgi-bin/ShowIndex.pl> or the Clerk's office at 219 South Dearborn Street, Chicago, IL 60604. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

20. What if my address or other information has changed?

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

It is your responsibility to inform the Settlement Claims Administrator of your updated information. You may do so in the following manner: at the email address: [EMAIL] or the U.S. postal (mailing) address: [ADDRESS].

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE, EXCEPT FOR AS PROVIDED ABOVE.

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

EXHIBIT 4

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

NANCY QUIROZ, SURYA VEERAVALLI,
and DANIEL GREENWALD, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

NORTHWESTERN UNIVERSITY,

Defendant.

Civil Action No. 1:20-cv-04798

Hon. Lindsay C. Jenkins

**[PROPOSED] ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs Nancy Quiroz, Surya Veeravalli, and Daniel Greenwald's ("Plaintiffs") Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion") in which Plaintiffs requested that the Court: (1) preliminarily approve the settlement on behalf of the Settlement Class according to the terms of the Agreement; (2) provisionally certify, for purposes of the settlement only, the Settlement Class; (3) preliminarily appoint Plaintiffs as Settlement Class Representatives; (4) preliminarily appoint (Eddie) Jae K. Kim and Tiffine E. Malamphy of Lynch Carpenter, LLP, Michael Tompkins of Leeds Brown Law, P.C., James A. Francis of Francis Mailman Soumilas, P.C., Yvette Golan of The Golan Law Firm, and Daniel A. Edelman of Edelman, Combs, Lattuner & Goodwin, LLC, as Class Counsel to act on behalf of the Settlement Class and Plaintiffs with respect to the settlement; and (5) approve the Parties' proposed Notice Program, including approving Epiq Systems as the Settlement Administrator, and proposed schedule.

Having considered the Motion, and oral argument, the Court grants the Motion.

IT IS HEREBY ORDERED that:

1. This Order incorporates, as if fully set forth herein, the definitions contained in the Agreement entered by the Parties.

2. This Court has jurisdiction over Plaintiffs and Defendant in the above-captioned case.

3. The Court finds that, solely for the purposes of settlement, the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been met, specifically:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law and fact common to the Settlement Class based upon the claims raised in the Action;
- c. Plaintiffs' claims are typical of the claims of the Settlement Class;
- d. Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and
- e. Common questions of law and fact predominate over any individualized questions, and a class action is the superior method of adjudicating this Action.

4. The Court provisionally certifies the following Settlement Class for settlement purposes only:

All full-time students enrolled in degree-conferring programs at Northwestern University campuses in the United States for Spring 2020, Summer 2020 and/or Fall 2020 quarters or terms, and whose tuition was not fully funded by Northwestern in any of the respective quarters or terms (Spring 2020, Summer 2020, or Fall 2020) in which they were thereby enrolled. Excluded from the Settlement Class are (1) any District Judge or Magistrate Judge presiding over this Action and members of their families; (2) 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; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (4) the legal representatives, successors or assigns of any such excluded persons.

5. The Court finds that the Agreement on its face appears to have been negotiated at arm's-length and further finds that the terms of the Agreement are within the range of a fair,

reasonable, and adequate settlement between the Settlement Class and Defendant under the totality of the circumstances. Therefore, the Court preliminarily approves the Agreement and directs the Parties to the Agreement to perform and satisfy the terms and conditions of the Agreement that are triggered by such preliminary approval.

6. Plaintiffs are hereby appointed as Settlement Class Representatives.

7. (Eddie) Jae K. Kim and Tiffine E. Malamphy of Lynch Carpenter, LLP; Michael Tompkins of Leeds Brown Law, P.C.; James A. Francis of Francis Mailman Soumilas, P.C.; Yvette Golan of The Golan Law Firm; and Daniel A. Edelman of Edelman, Combs, Lattuner & Goodwin, LLC, are appointed as Class Counsel to act on behalf of the Settlement Class and Settlement Class Representatives with respect to the settlement.

8. Plaintiffs will file a Motion for Final Approval no later than thirty (30) days after the Notice Response Deadline and will file a Motion for an Attorneys' Fees and Costs Award and Service Awards no later than thirty (30) days after the Notice Response Deadline.

9. In the Motion for Final Approval, Plaintiffs will notify the Court as to whether there were any objections, opt-outs, or Class Members who indicated that they intend to appear at the Final Approval Hearing.

10. The Court approves the form of the proposed Notices in the exhibits to the Agreement. The Notices reasonably inform the Settlement Class of the essential features of the Action, the terms of the proposed settlement, and their rights with respect thereto. Under the circumstances, the Notice program constitutes the best practicable way to inform the Settlement Class of the settlement and satisfies the requirements of the Federal Rules of Civil Procedure and Due Process.

11. The Court appoints Epiq Systems as the Settlement Claims Administrator.

Plaintiffs are hereby directed to require the Settlement Claims Administrator to distribute Notice, in accordance with the Agreement, on a date no later than thirty (30) days after receiving the Class List from Defendant. Furthermore, the Settlement Claims Administrator is directed to establish and maintain the Settlement Website in conformity with the Agreement.

12. Defendant shall provide the Class List to the Settlement Claims Administrator within fourteen (14) days of this Order.

13. The Settlement Claims Administrator shall email a copy of the Notice to all Class Members for whom the Settlement Claims Administrator has an email address and mail a copy of the Notice to all Class Members for whom the Settlement Claims Administrator does not have a valid email address. The payment Election Form may be included as a link to email notice or attached to mailed notice.

14. Class Members may elect to opt out of the settlement. To do so, any such person must mail, via First Class United States Mail, postage prepaid, a written, signed statement stating you wish to opt out (“Opt-out Statement”) to the Settlement Claims Administrator. In order to be valid, the Opt-out Statement must include their name, address, and telephone number, and a statement indicating their intention to opt-out. To be effective, an Opt-out Statement must be postmarked by United States Postal Service on or before the Notice Response Deadline. Class Members who submit a timely and valid request for exclusion from the Settlement Class shall not participate in and shall not be bound by the Agreement. Members of the Settlement Class who do not timely and validly opt out of the Settlement Class in accordance with the Notice shall be bound by all determinations and judgments in the Action concerning the Agreement.

15. Any Class Member who does not opt out of the Settlement can object to the Agreement. To do so, any such person must mail their objection to the Settlement Claims

Administrator via First Class Mail, postage pre-paid, and postmarked by the United States Postal Service on or before the Notice Response Deadline. The statement must include: (1) the objector's name, address, and telephone number; (2) an explanation of the basis upon which the objector claims to be a Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); (6) copies of any papers, briefs, declarations, affidavits, or other documents upon which the objection is based; (7) a detailed list of any other objections submitted by the Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (8) the objector's signature, in addition to the signature of the objector's attorney (if any)—an attorney's signature alone shall not be deemed sufficient to satisfy this requirement.

16. Class Members must respond to the Notice by the Notice Response Deadline, which is (i) thirty (30) days from the date of the initial mailing and/or e-mailing of the Notice or (2) forty-five (45) days if the Class Member is experiencing extenuating circumstances, or as otherwise set by the Court.

17. Any Class Member who does not submit a written objection to the Agreement, or to Class Counsel's application for attorneys' fees, costs, administration costs, and Service Awards for the Class Representatives, in accordance with the procedure set forth in the Agreement and in this Order, shall be deemed to have waived his or her objections and forever be barred from making

any such objections in the Action or in any other Action or proceeding concerning the Released Claims.

18. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn, continue, or reconvene the Final Approval Hearing without further notice to the Settlement Class, and the Court may consider and grant final approval of the Agreement, with or without minor modifications and without further notice to the Class.

19. In the event that the settlement is not finally approved by the Final Approval Order (as that term is defined in the Agreement) in complete accordance with the terms of the Agreement then this Preliminary Approval Order shall be rendered null and void and be vacated, and the Agreement shall be rendered null and void.

20. The Court retains continuing jurisdiction over the Parties and the Action to consider all further applications arising out of or connected with the proposed Agreement.

21. A Final Approval Hearing shall be scheduled before this Court at _____ AM/PM on _____, 2026. The Settlement Claims Administrator shall post information about the Final Approval Hearing on the Settlement Website, and any interested persons should check the Settlement Website for any changes to the date of the Final Approval Hearing or the manner in which it will be held.

WHEREFORE, for the reasons set forth herein, Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.

Date: _____

By: _____
Hon. Lindsay C. Jenkins