

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:

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Renato Flores
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Fax Number: (510) 444-9301
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Fax Number: (415) 277-7238
Email: helland@nka.com
JMundh@nka.com

2.5. **Class Counsel's Fees and Expenses.** "Class Counsels' 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:

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Main: (213) 250-1800
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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 Counsels' 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 Counsels' 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:
Thomas E. Nedell
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. Kirian
Eric K. Kirian
Lewis Brisbois Bisgaard & Smith LLP
Attorneys for Defendants Mills College and
Northeastern University