Exhibit B

Class Settlement Agreement

SUPREME COURT FOR THE STATE OF NEW YORK
COUNTY OF BRONX

COOPER CONLEY and HENRY WALLACE, *on behalf of themselves and all others similarly situated,* Plaintiff, v. FORDHAM UNIVERSITY, Defendant.	Index No. 810808/2025E

CLASS SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Plaintiff Cooper Conley and Henry Wallace ("Plaintiff," "Named Plaintiff," or "Class Representative"), individually, and on behalf of a class of individuals (the "Class," "Settlement Class," or "Class Members," as defined below), and Defendant Fordham University ("Fordham" or "Defendant"). Plaintiff, Class Members, and Defendant are referred to individually as "Party" and collectively as the "Parties".

RECITALS AND BACKGROUND

On July 11, 2023, Cooper Conley filed a lawsuit against Fordham on behalf of himself and individuals similarly situated, alleging that Fordham breached a contract with its students, or was unjustly enriched, when it moved all in-person classes to remote online education only, and failed to provide on-campus access or services following the Covid-19 pandemic in the Spring 2020 semester. On September 18, 2023, Henry Wallace filed a similar action.

On May 12, 2025, after motion practice on jurisdiction in the Southern District of New York, the two actions were dismissed without prejudice. Plaintiff Conley and Wallace subsequently refiled a consolidated action on May 15, 2025 in Supreme Court, Bronx County, under Index No. 810808/2025E. While the parties were awaiting rules from appellate courts on the various legal issues, the parties engaged in settlement discussions that ultimately resulted in the settlement memorialized herein.

Named Plaintiffs believe that the claims asserted in the Action have merit. Nonetheless, Named Plaintiffs and their counsel recognize that Fordham has raised, and intends to raise, factual and legal defenses in the Action that present a risk that Named Plaintiffs may not prevail at trial or appeal. Named Plaintiffs and their counsel have also taken into account the costs, risks, and delays associated with the continued litigation of the Action, including class certification, expert reports and disputes, and litigating through trial. Therefore, Named Plaintiffs and counsel believe

that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred under the terms and conditions set forth in this Agreement.

Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue in the Action, Name Plaintiffs and counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class Members, and that it is in the best interest of the Settlement Class Members to settle the claims raised in the Action under the terms and conditions set forth herein.

At all times, Fordham has continued to deny all allegations of breach of contract, unjust enrichment, or other alleged wrongdoing and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Nevertheless, taking into account the uncertainly and risks inherent in litigation generally, Fordham considers it desirable to resolve the Action on the terms and conditions stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that the Settlement on the terms and conditions set forth herein is in Fordham's best interests.

As more fully explained below, neither the settlement nor any actions taken to carry out the settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability by any person or entity, or of the validity of any claim, defense, or any point of fact or law by any Party. All such liability is expressly denied. Neither the settlement, nor the fact of settlement, nor settlement proceedings, nor the settlement agreement, nor any related document, shall be used as an admission of any fault or omission by Fordham, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Fordham in any action or proceeding.

Although the parties have agreed that a class may be certified for purposes of the settlement, such certification shall not be binding or have any legal effect if the settlement is terminated, if the settlement is ultimately not approved, or if the approval is reversed or modified on appeal, Fordham reserves all of its objections to class certification for litigation purposes and does not consent to certification of the proposed Settlement Class for any purpose other than to effectuate the settlement.

1. DEFINITIONS

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

1.1. **Action** means Cooper Conley and Henry Wallace, on behalf of themselves and all others similarly situated, against Fordham University, Index No. 810808/2025E, Supreme Court of the State of New York, Bronx County.

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.

1.4. **Cash Settlement Fund** means Defendant's sole cash contribution toward the Gross Settlement Fund in the amount of Two Million Five Hundred Forty-Nine Thousand Four Hundred Ninety Dollars and Zero Cents ($2,549,490.00) to be used to fully satisfy any and all amounts to be paid to Class Members, any Court-approved Attorneys' Fees and Costs, a Service Award, and all costs and fees associated with the Settlement Administrator.

1.5. **Class Counsel** means Michael Tompkins and Anthony Alesandro of Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, New York 11514; and Nicholas A. Colella of Lynch Carpenter, LLP, 1133 Penn Avenue, 5th Floor, Pittsburgh, Pennsylvania, 15222.

1.6. **Class List** means a list in electronic format, preferably Excel, that includes, for each respective Class Member, name, last known address, last known personal e-mail address, last known telephone number, along with tuition and fee payment totals, the amount of Fordham-based scholarships/grants received, and other information related to the calculations and distribution of settlement proceeds as set forth below. The Class List shall be provided and maintained in a confidential fashion, and shall be used solely for the purpose of providing notice to Class Members and shall not be used for any other purpose.

1.7. **Costs and Fees** means Class Counsel's attorneys' fees, costs, and expenses; costs and fees associated with the Settlement Administrator; and Service Award to be paid to Named Plaintiff in accordance herewith.

1.8. **Court** means the Supreme Court of New York State, Bronx County.

1.9. **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.

1.10. **Defendant** means Fordham University (alternatively referred to as "Fordham" or "Defendant").

1.11. **Defendant's Counsel** means Jonathan M. Kozak of Jackson Lewis P.C., 44 South Broadway, 14th Floor, White Plains, New York 10601.

1.12. **Election Form** means the form, a copy of which is attached to the Notice of Settlement of Class Action Lawsuit, 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 Administrator shall mail a physical check.

1.13. **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 this Agreement; entering judgment in this case; and retaining continuing jurisdiction over the interpretation, implementation, and enforcement of the settlement.

1.14. **Final Approval Order** means an Order entered by the Court granting Final Approval.

1.15. **Final Effective Date** means (i) if no appeal is timely filed, thirty (30) days after service with Notice of Entry of the Final Approval Order, or (ii) if an appeal is timely filed, the latest of the following, if applicable: (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; or (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 Final Approval Order entered by the Court.

1.16. **Gross Settlement Fund** means the Cash Settlement Fund ($2,549,490.00).

1.17. **Named Plaintiffs** means Cooper Conley and Henry Wallace.

1.18. **Net Settlement Fund** means the Cash Settlement Fund minus Court-approved Class Counsel fees and costs, service awards, and Settlement Administrator costs.

1.19. **Notice(s)** means the Court-approved form of notice to Class Members to advise them of the terms of this settlement, their rights, their availability options, and remedies.

1.20. **Notice Response Deadline** means (i) forty-five (45) 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.

1.21. **Objector** means an individual Class Member who properly files an objection to this Agreement. Any Class Member who opts out of the Settlement may not also be an Objector.

1.22. **Opt-Out Deadline** means on or before the Notice Response Deadline.

1.23. **Opt-Out Statement** means the written, signed statement that an individual Class Member submits indicating they elected to exclude themself ("opt-out") from the settlement.

1.24. **Preliminary Approval Order** means an Order entered by the Court, (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 distribution to the Class Members; and (iv) setting dates by which Final Approval should be sought or obtained.

1.25. **Qualified Settlement Fund ("QSF")** means the account established and controlled by the Settlement Administrator for the purposes of retaining and distributing the Cash Settlement Fund in accordance with this Agreement and any Court order. The QSF will be controlled by the Settlement Administrator subject to the terms of this Agreement, and the Final Approval Order. Interest, if any, earned in the QSF will become part of the Net Settlement Fund to be distributed to the Class Members.

1.26. **Released Claims** means any and all suits, claims, controversies, rights, agreements, promises, debts, liabilities, accounts, reckonings, demands, damages, judgments, obligations, covenants, contracts, costs (including, without limitation, attorneys' fees and costs), losses, expenses, actions or causes of action of every nature, character, and description, in law, contract, tort or in equity, that any Releasing Party ever had, or has, or may have in the future, upon or by reason of any matter, cause, or thing whatever from the beginning of the world to the Effective Date, arising out of, concerning, or relating in any way to Fordham's transition to remote education with respect to the COVID-19 pandemic, or the implementation or administration of such remote education. This definition includes but is not limited to all claims that were brought or could have been brought in the Action.

1.27. **Released Parties** means Fordham as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, 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 Fordham's agents and/or independent contractors in this Action.

1.28. **Releasing Parties** means Named Plaintiffs, those Class Members who do not timely opt-out of the Settlement Class, and all of their respective present or past 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.

1.29. **Service Award** means the portion of the Cash Settlement Fund, if any, requested by Named Plaintiffs who actively participated in the Action and approved by the Court as a reasonable award to the Named Plaintiffs for representing the interests of the Settlement Class and/or actively participating in the Action.

1.30. **Settlement Administrator** means a qualified settlement administrator retained by Plaintiff but agreeable to Defendant unless another third-party administrator is later agreed to by the Parties in writing.

1.31. **Settlement Class, Class, or Class Members** means all students enrolled in at least one class originally scheduled to take place physically in-person during the Spring 2020 semester at Fordham who paid, or on whose behalf payment was made for, tuition and/or Mandatory Fees to Defendant for the Spring 2020 Semester, and who remained enrolled as of March 1, 2020. Excluded from the Settlement Class are (1) any Supreme Court Justice 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 class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) persons who previously have released Defendant relative to their enrollment at the Fordham, or whose claims pertaining to same otherwise have been dismissed with prejudice.

1.32. **Settlement Checks** means checks issued to Class Members.

1.33. **Settlement Website** means the website established by the Settlement Administrator to aid in administering the settlement.

1.34. **Spring 2020 Semester** means the Spring 2020 academic term at Fordham, which began on approximately January 13, 2020 and ended on or around May 12, 2020.

2. APPROVAL AND PROCEDURE

2.1. **Settlement Administrator.**

2.1.1. **Funding Settlement Administrator.** The Settlement Administrator shall be paid out of the QSF as approved by the Court.

2.1.2. **Responsibilities of Settlement Administrator.** The Settlement Administrator shall be responsible for: (i) printing and disseminating, via e-mail and/or mail, the Notice and Election Forms to the Settlement Class; (ii) performing a skip trace and resending, within one (1) day of receipt, 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 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 Final Approval Order; (xii) responding to inquiries of Class Members regarding procedures for filing objections, Opt-out Statements, and Election Forms; (xiii) referring to Class Counsel all inquiries by Class Members regarding matters not within the Settlement Administrator's duties specified herein; (xiv) responding to inquiries of counsel for the Parties relating to the Settlement Administrator's duties specified herein; (xv) promptly apprising counsel for the Parties of the activities of the Settlement Administrator; (xvi) 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; (xvii) 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 Gross Settlement Fund to the Parties' counsel; (xx) obtaining, administering, and maintaining the Settlement Website; and (xxi) such other tasks as the Parties mutually agree.

2.1.3. **Weekly Reporting Requirements.** Throughout the period of administration, the Settlement 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 administration process, (iii) anticipated or expected distribution of the Settlement Checks, and (iv) any other aspect of the administration process. Beginning the second Friday after Notice is mailed to Class Members, the Settlement Administrator shall provide counsel for the Parties weekly updates on the number of Class Members, Objectors, and Opt-outs.

2.1.4. **Access to the Settlement Administrator.** The Parties will have equal access to the Settlement Administrator. Class Counsel and Defendant's Counsel agree to use their best efforts to cooperate with the Settlement Administrator and provide reasonable assistance in administering the settlement.

2.2. **Preliminary Approval Motion.**

2.2.1. Within forty-five (45) 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; (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 Agreement, 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, Defendant's Counsel shall provide the Settlement Administrator with the Class List.

2.3.2. **Notice.** The Notice will inform the Settlement Class about this settlement, and will also advise them of their rights, including their ability to object to, or opt-out of the settlement. Additionally, the Notice will advise the Class Member of the net amount of tuition and fees paid by or on behalf of the Class Member, and/or the amount of their individual apportionment from the QSF based on their net tuition and fees paid by or on behalf of the Class Member.

2.3.3. **Notice Process.** Within fourteen (14) days after receipt of the Class List, or as otherwise ordered by the Court, the Settlement Administrator shall (1) email a copy of the Notice to all Class Members for whom the Settlement Administrator has a valid email address, and (2) mail a copy of the Notice and Election Form to all Class Members for whom the Settlement Administrator has not received a valid email address through regular U.S. Mail to such Class Members' last known mailing address as listed in Fordham's records.

2.3.4. **Skip Trace and Remailing.** If a Notice is returned as undeliverable via email, then the Settlement Administrator shall promptly send same via U.S. Mail to the Class Member's last known mailing address as listed in Fordham's records. If a Notice is returned as undeliverable via mail, then the Settlement Administrator shall take

all reasonable steps to obtain a mailing address, including performing a skip trace, and/or remailing the Notice to any address. The Settlement Administrator shall also mail a Notice and Election Form to any Class Member who requests them after the initial mailing of Notice and before the Notice Response Deadline. The Settlement Administrator will notify Class Counsel and Defendant's Counsel of any Notices and Election Forms returned as undeliverable after the first mailing, including those returned as undeliverable after any subsequent mailing. All costs of locating Class Members will be paid from the QSF. To assist in obtaining a more accurate mailing address for any Class Member, Class Counsel may provide such to the Settlement Administrator to be used for the purposes of mailing of Notice.

2.3.5. **Notice Response Deadline.** Class Members are not required to take any affirmative steps to participate in this Action and upon Final Approval settlement checks will be mailed to all Class Members for whom the Settlement Administrator has a valid mailing address 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 check, 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 (i) forty-five (45) days from the date of the initial mailing 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. If an envelope does not contain a postmark, it shall be deemed received on the date that the Settlement Administrator stamps the envelope or Election Form as "received."

2.3.6. **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, which shall be obtained, administered, and maintained by the Settlement Administrator. Copies of this Settlement Agreement, the Notice, Election Form, and other pertinent documents and Court filings pertaining to the Settlement as agreed by the parties 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 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 signed by the Class Member and postmarked by the United

States Postal Service or submitted via the Settlement Website 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 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 Defendant's Counsel not later than three (3) days after receipt. The Settlement Administrator shall, within twenty-four (24) hours of the end of the opt-out period, send a final list of all Opt-out Statements to Class Counsel and Defendant's Counsel by both email and overnight delivery. The Settlement 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 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.

2.4.5. In the event the number of Class Members who submit timely requests to Opt-Out is more than 125 Class Members, Defendant shall have the right in its sole discretion to terminate this Agreement. Before terminating the Agreement, Defendant will notify Class Counsel of its intent to do so in writing within fourteen (14) days after the conclusion of the Opt-Out Period. If the Parties are unable to reach agreement as to modifications to preserve the Agreement, they shall jointly notify the Administrator and the Court that the Agreement has been terminated. Upon termination, the Litigation will thereafter proceed as if no settlement had been attempted or reached, and this Agreement and the circumstances leading to it will not be admissible as evidence in the Litigation. Within ten (10) business days after written notice is sent by Defendant or its counsel to Class Counsel, the Claims Administrator shall cause the Settlement Fund and all interest earned thereon to be refunded to Defendant, less any Administrative Expenses paid or incurred in accordance with the terms of the Settlement.

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 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 appropriate 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 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 Defendant'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. No later than thirty (30) days after the Notice Response Deadline, the Settlement Administrator shall certify jointly to Class Counsel and Defendant's Counsel: (a) a list of all Class Members; (b) a list of all Objectors; (c) a list of all Class Members who timely submitted an Opt-out Statement; and (d) an estimated calculation of the settlement proceeds to Class Members in accordance with the formulas and allocation amounts discussed below.

2.6.2. 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 application for Final Approval with designated paragraphs concerning the respective position of the Parties.

2.7. **Final Approval Motion.**

2.7.1. No later than forty-five (45) days after the Notice Response Deadline, or in accordance with any orders set by the Court, Plaintiff shall move for Final Approval of the settlement, including dismissal of the claims with prejudice and approval of all procedures for effectuating the terms of the settlement.

2.7.2. Within 15 days after Final Approval Order from the Court, the Settlement 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 dispute to the Court for final resolution of the calculations and distributions.

3. SETTLEMENT TERMS

3.1. **Conferred Benefit of the Settlement.** The total value of the settlement including all cash is equal to Two Million Five Hundred Forty-Nine Thousand Four Hundred Ninety Dollars and No Cents ($2,549,490.00).

3.2. **Cash Benefits.** Defendant agrees to pay Two Million Five Hundred Forty-Nine Thousand Four Hundred Ninety Dollars and No Cents ($2,549,490.00) to fully satisfy any and all current cash benefits to be paid to all Class Members, any Court-approved Costs and Fees, including but not limited to Attorneys' Fees and Costs, the Service Award for Named Plaintiffs, and all costs and fees associated with the Settlement Administrator.

3.2.1. **Funding the QSF.** Defendant shall make payments up to the total of the Cash Settlement Fund as follows: (i) on or before 14 days after the Preliminary Approval Order, Defendant shall pay $50,000 for the primary purpose of funding the Settlement Administrator and paying the costs associated with effectuating notice; (ii) on or before thirty (30) days after the Final Effective Date but no earlier than December 1, 2026, Defendant shall fund an amount equal to the approved Attorneys' Fees and Costs and Service Award, to be paid as described below; (iii) on or before thirty (30) days after the Final Effective Date but no earlier than December 1, 2026, Defendant shall fund the remainder of the Cash Settlement Fund into the QSF.

3.2.2. **Uncashed and Unclaimed Funds.** Class Members who will receive their individual award (by election or otherwise) shall have 150 days from the date on the checks within which to cash their individual awards. Settlement checks will be void after 150 days. If a settlement check is requested or required to be reissued, it shall be void after the original 150-day period from initial issuance or 30 days from re-issuance, whichever is longer. Within 5 days after the 75th day following the initial mailing of the settlement checks, the Settlement Administrator shall provide counsel for the Parties information regarding the number and contact information

of Class Members who have not received their settlement award electronically and/or who have not cashed their settlement checks sent by U.S. Mail. Class Member contact information provided by the Settlement Administrator pursuant to this Section shall be solely used for responding to Class Member inquiries about outstanding settlement checks. To the extent less than 60% of Class Members have received their settlement awards electronically and/or have not cashed their settlement checks within 75 days of issuance, the Parties agree that the Settlement Administrator may send a reminder notice (preferably by text and email, or possibly U.S. Mail) to those Class Members who have not received and/or cashed their award. The reminder notice shall inform such Class Members settlement checks expire 150 days from date of issuance. Counsel for the Parties shall agree upon the form and content of any reminder notice to be sent by the Settlement Administrator to Class Members. Any agreed reminder notice will be sent by the Settlement Administrator within 90 days after the initial mailing of the settlement checks, and any additional costs of the Settlement Administrator for such reminder notice shall be paid from the uncashed checks or funds before redistribution to Fordham and its scholarship funds. Any amount remaining in the QSF 60 days after the expiration of the last issued settlement check shall be returned to Defendant to be deposited into a general scholarship fund and/or to an emergency relief fund for Fordham students facing financial difficulties for the direct benefit of Fordham students.

3.3. **Payments to Class Members and Others.** Funds shall be disbursed by the Settlement Administrator as follows:

3.3.1. Within 30 days after receipt of funds in the QSF, the Settlement Administrator shall mail all Settlement Checks to Class Members or distribute funds to Class Members in accordance with method selected on Election Form.

3.3.2. The Attorneys' Fees and Costs and Service Award granted by the Court shall be paid to Class Counsel out of the QSF within ten (10) days after funding in accordance with Section 3.2.1.

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

3.4. **Amounts Payable as Attorneys' Fees, Costs, and Expenses.**

3.4.1. In connection with the Motion for Preliminary Approval, Class Counsel will petition the Court for an award of no more than one-third of the Cash Settlement Fund for attorneys' fees and will additionally petition the Court for reimbursement of reasonable litigation costs up to $20,000, other than costs associated with the Settlement Administrator incurred in connection with the Action.

3.4.2. 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 terminate this Agreement or otherwise affect the Court's ruling on the Motion for Preliminary Approval.

3.4.3. Attorneys' Fees and Costs shall be paid from the Qualified Settlement Fund.

3.5. **Service Award for Named Plaintiff.**

3.5.1. In return for services rendered to the Settlement Class, Named Plaintiffs Conley and Wallace may apply to the Court to receive a service award of an amount not to exceed Three Thousand Dollars and No Cents ($3,000.00) each.

3.5.2. 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 Preliminary Approval.

3.5.3. Service Awards shall be paid from the Qualified Settlement Fund.

3.6. **Settlement Fund and Allocation to Class Members.**

3.6.1. **Allocation.** The Settlement Administrator shall prepare calculations to be approved by the Parties, and the Net Settlement Fund shall be distributed proportionately to all Class Members based on the following terms and criteria, after allocations for Attorneys' Fees and Costs, Service Award, and the costs of the Settlement Administrator:

I. Class Members who enrolled for online only classes at the beginning of the Spring 2020 Semester, who paid no tuition or fees, or who left Fordham prior to March 1, 2020, are not eligible to collect any proceeds.

II. The Net Settlement Fund shall be split into two pools of funds: (1) one for undergraduate students representing 65% of the available funds, and (2) one for graduate students representing 35% of the available funds. All Class Members shall be determined to be undergraduate or graduate students for allocation purposes. Within their respective pools, funds shall be allocated to Class Members on a prorated basis based on a percentage of tuition and fees paid to Fordham during the Spring 2020 Semester. Specifically, each student shall receive a proportionate and prorated distribution of proceeds based on the amount of tuition and fees they paid for the Spring 2020 semester, divided by the total amount of

tuition and fees that all students paid for the Spring 2020 semester to Fordham. Any Fordham aid, grants or other tuition and fee reductions that do not require repayment, as well as any unpaid balances, shall not be counted as tuition and fees paid.

III. The Parties agreed that an administratively feasible floor may be required and that a recommendation as to the same will be made by the Settlement Administrator and agreed upon by the Parties. For example, no Class Member should receive a check for less than $15.

IV. To the extent that the Parties have any disputes about calculations, allocation amounts, differences between the two pools, including de minimis payments, Hon. Suzanne Segal (Ret.) shall have authority to make a determination, subject to the ultimate discretion of the Court, and her proceeds shall be paid from the uncashed check amounts before redistribution to Fordham and its scholarship funds.

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 Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims.

3.7.2. 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 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.

3.7.3. In addition to the release contained in Sections 3.7.1. and 3.7.2. above, and in exchange for the Service Award set forth above in Section 3.5., the Named Plaintiff and putative class member Allotey release and forever discharge the Released Parties of and from any actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, judgments, obligations, union grievances, claims, charges, complaints, appeals and demands whatsoever, in law or equity, which they may have against the Released Parties arising out of any matter occurring or accruing on or before the Named Plaintiff executes this Agreement, whether known or unknown, asserted or unasserted, including, but not limited to, any alleged violation of: Sections 1981 through 1988 of Title 42 of the United States Code; Americans

with Disabilities Act of 1990; Title IX of the Education Amendments Act of 1972; Fair Credit Reporting Act; Genetic Information Nondiscrimination Act of 2008; New York State Executive Law (including its Human Rights Law); New York False Claims Act; New York Criminal and Consumer Background Laws, N.Y. Gen. Bus. Law Sec. 380-B et seq.; New York Fair Credit Reporting Act; and New York Constitution; New York City Administrative Code and Charter (including its Human Rights Law); and New York City Civil Rights Law, any other federal, state or local law, rule, regulation, or ordinance, as well as any claim arising under the common law; any other claim for discrimination, retaliation, wrongful conduct, pain and suffering, mental anguish, intentional and/or negligent infliction of emotional distress; any claim for costs, fees, or other expenses, including attorneys' fees or any other action against the Released Parties, based upon any conduct occurring up to and including the date the Named Plaintiff executes this Agreement. In the event the Court does not approve this Section, this Section shall be rendered null and void and severed from this Agreement.

3.8. **Non-Admission of Liability.** By entering this Agreement, Defendant in no way admits any violation of law or any liability whatsoever to Named Plaintiff and/or the Class Members, individually or collectively, and all such liability is expressly denied. Rather, Defendant enters into this Agreement to avoid further protracted litigation and to fully and finally resolve and settle all disputes with the Named Plaintiff 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 Defendant or of the truth of any of the factual allegations in any and all complaints or other papers filed by Plaintiff 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 Defendant 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. **No Assignment.** Class Counsel and Named Plaintiff, 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.

4.3. **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.

4.4. **Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to Named Plaintiff 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 Named Plaintiff and all Class Members in the Action, this Agreement is binding.

4.5. **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.

4.6. **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.

4.7. **Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice-of-law principles.

4.8. **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 the Defendant's payment obligations, except to the extent provided in this Agreement.

4.9. **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 and 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.

4.10. **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.

4.11. **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.

4.12. **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.

4.13. **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:

Fordham University

DocuSigned by:
Tokumbo Shobowale
79BADD00D6DA478...

By: Tokumbo Shobowale
Senior Vice President, Chief Financial Officer, and Treasurer

Date: 4/9/2026

FOR PLAINTIFFS AND THE CLASS:

_____
Cooper Conley
Date: _____

_____
Henry Wallace
Date: _____

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WE AGREE TO THESE TERMS,

FOR DEFENDANT:

Fordham University

_____

By: Tokumbo Shobowale
Senior Vice President, Chief
Financial Officer, and Treasurer

Date: _____

FOR PLAINTIFFS AND THE CLASS:

Signature: Cooper Conley
Cooper Conley (Apr 9, 2026 15:01:42 PDT)

Cooper Conley **Email:** coopertconley19@gmail.com

Date: 04/09/26

Henry Wallace

Henry Wallace

Date: 04 / 07 / 2026

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