

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

KRYSTIAN WNOROWSKI, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

UNIVERSITY OF NEW HAVEN,

Defendant.

No. 3:20-cv-01589 (MPS)

JOINT SUPPLEMENTAL STATEMENT CLARIFYING SETTLEMENT TERMS

Pursuant to the Court’s May 25 and May 26, 2023 orders (ECF 135 and 137), the Plaintiff Krystian Wnorowski (“Plaintiff”) and the Defendant University of New Haven (“UNH”) (collectively “Parties”), hereby jointly submit this supplemental statement (“Supplemental Statement”) to clarify certain terms of the Parties’ Settlement Agreement (ECF 133-1) (“Settlement Agreement”) and the Proposed Order Granting Preliminary Approval of the Settlement, Directing Notice to the Class, Setting a Hearing on Final Approval and Provisionally Certifying the Proposed Settlement Class (ECF 133-3) (“Proposed Preliminary Approval Order”), as well as other issues raised during the May 24, 2023 status conference with the Court. In addition, the Parties are attaching as an exhibit hereto an Amended Settlement Agreement (attached as Exhibit A), which includes as one of its exhibits an Amended Proposed Preliminary Approval Order (attached as Exhibit B to the Amended Settlement Agreement), both of which reflect the revisions described herein.

On May 24, 2023, the Parties attended a telephonic status conference with the Court to address questions from the Court regarding certain terms of the proposed settlement. Specifically, the Court asked for clarification regarding three issues: (1) the timing of UNH’s

production of the Class List (as defined in the Settlement Agreement) of Potential Settlement Class Members to the Settlement Administrator, based on the language of Paragraphs 7 and 17 of the Settlement Agreement; (2) what the Parties are asking of the Court in Paragraph 37 of the Settlement Agreement; and (3) the appropriate venue or venues for the publication of the Short Form Notice as contemplated by Paragraph 21 of the Settlement Agreement and Paragraph 15 of the Proposed Preliminary Approval Order. Following the status conference, the Court issued orders (ECF 135 and 137) requiring the parties to file a submission clarifying these issues or an amended Settlement Agreement and amended Proposed Preliminary Approval Order. At the status conference, the Parties and the Court also discussed the question of whether the Potential Settlement Class should exclude UNH students who were fully online during the Spring 2020 semester. This Supplemental Statement addresses each of the foregoing issues in turn:

1. **Production of Class List:** With respect to the timing of UNH's production of the Class List to the Settlement Administrator, the Parties agree that Paragraph 17 of the Settlement Agreement governs UNH's obligation on this issue and that the first two sentences of Paragraph 7 should be deleted and disregarded as reflected in the Amended Settlement Agreement. The last sentence of Paragraph 7 remains in effect and has been moved to and applied to Paragraph 17 of the Amended Settlement Agreement. Footnote 1 remains in effect in the Amended Settlement Agreement.

2. **Final Judgment:** With respect to Paragraph 37 of the Settlement Agreement, the Parties hereby clarify that in Paragraph 37, they have agreed that Class Counsel, in coordination with UNH's Counsel, will, after the Short Form Notice is disseminated and no later than ten days before the Final Approval Hearing, file a motion asking the Court to issue a Final Judgment substantially in the form attached to the Settlement Agreement as Exhibit D, subject to any

modifications that the Court may deem necessary, such as a modification that may be needed to address issues raised during the notice period. The Parties have revised Paragraph 37 in the Amended Settlement Agreement to reflect this clarification.

3. **Publication:** With respect to an appropriate supplemental venue for the publication of the information in the Short Form Notice as contemplated by Paragraph 21 of the Settlement Agreement and Paragraph 15 of the Proposed Preliminary Approval Order, the Parties recommend that the Court order UNH to cause the Settlement Administrator to provide for supplemental access to the information in the Short and/or Long Form Notices through social media advertisements targeted to users between the ages of 21 and 25 in the State of Connecticut, which advertisements will link to the Settlement Website in lieu of publishing the Short Form Notice in *The Charger Bulletin* or a UNH publication with comparable reach. After considering the questions posed by the Court during the recent status conference and making follow-up inquiries, the Parties considered various alternative forms of providing access to the information in the Short Form and/or Long Form Notices. These alternatives included publication in printed and digital newspapers and social media advertisements. The Parties determined that providing supplemental access to the information through social media as noted above is more appropriate than publication in *The Charger Bulletin* or a UNH publication with similar reach because a large number of Potential Settlement Class Members reside in Connecticut and because the next edition of *The Charger Bulletin* and the UNH alumni magazine will not be published until the fall of this year, which is likely to occur after the opt out and objection period for the Settlement. The Parties also believe that social media advertisements are more likely than the other methods considered to reach the aforementioned targeted age range in which most of the Potential Settlement Class Members are likely to be included. Therefore, the

Parties have revised Paragraph 21 in the Amended Settlement Agreement and Paragraph 15 of the Amended Proposed Preliminary Approval Order accordingly.

4. **Settlement Class Definition:** At the May 24, 2023 status conference, the Parties and the Court also discussed whether UNH students who enrolled only in fully online classes prior to the campus closure during the Spring 2020 semester should be excluded from the definition of the Potential Settlement Class for lack of standing to assert any claims relating to campus closure from mid-March through the end of the Spring 2020 semester. The Parties now wish to clarify that these individuals were included in the Potential Settlement Class definition because they were enrolled UNH students who were permitted to use all of the UNH campus amenities if they elected to do so prior to UNH closing its on-campus services in response to the COVID-19 pandemic. As such, those enrolled fully online students also would have been affected by the physical closure of the campus and its in-person services, like those offered at the Beckerman Recreation Center. This issue is part of the Plaintiff's claims, all of which are intended to be resolved by this proposed Settlement. Therefore, the Parties submit that fully online students may properly be included in the definition of the Potential Settlement Class and that the definition of the Potential Settlement Class in the Amended Settlement Agreement need not be revised. However, should the Court disagree and conclude that these fully online students should be removed from the Potential Settlement Class definition, in the alternative, the Parties request the Court issue an order permitting them to revise the definition of the Potential Settlement Class to the following, or any variation thereof that the Court deems acceptable, in all settlement documents that refer to the definition of the Potential Settlement Class:

All UNH students who were enrolled in any UNH course as of March 24, 2020, with the exception of: (i) any non-matriculated high school student who took a UNH course; (ii) UNH students who enrolled only in classes that were designated as fully online for the entire spring 2020 semester; (iii) any person who properly

executes and files a proper and timely opt-out request to be excluded from the Settlement Class; and (iv) the legal representatives, successors or assigns of any such excluded person.

Respectfully Submitted,

By: /s/ Paul Doolittle

By: /s/ Michael A. King

**PLAINTIFF,
KRYSTIAN WNOROWSKI**

**DEFENDANT,
UNIVERSITY OF NEW HAVEN**

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