

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

ANDREW CORZO, SIA HENRY, ALEXANDER
LEOQUERRA, MICHAEL MAERLENDER, BRANDON
PIYEVSKY, BENJAMIN SHUMATE, BRITTANY
TATIANA WEAVER, and CAMERON WILLIAMS,
individually and on behalf of all others similarly situated,

Plaintiffs,

v.

BROWN UNIVERSITY, CALIFORNIA INSTITUTE OF
TECHNOLOGY, UNIVERSITY OF CHICAGO, THE
TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY
OF NEW YORK, CORNELL UNIVERSITY, TRUSTEES
OF DARTMOUTH COLLEGE, DUKE UNIVERSITY,
EMORY UNIVERSITY, GEORGETOWN UNIVERSITY,
THE JOHNS HOPKINS UNIVERSITY,
MASSACHUSETTS INSTITUTE OF TECHNOLOGY,
NORTHWESTERN UNIVERSITY, UNIVERSITY OF
NOTRE DAME DU LAC, THE TRUSTEES OF THE
UNIVERSITY OF PENNSYLVANIA, WILLIAM MARSH
RICE UNIVERSITY, VANDERBILT UNIVERSITY, and
YALE UNIVERSITY,

Defendants.

Case No. 1:22-cv-00125-MFK

Judge Matthew F. Kennelly

**DECLARATION OF STEVEN WEISBROT, ESQ. OF ANGEION GROUP LLC
RE: IMPLEMENTATION OF THE NOTICE PLAN**

I, Steven Weisbrot, Esq., declare under penalty of perjury as follows:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale legal notification plans.
2. I have personal knowledge of the matters stated herein. In forming my conclusions regarding notice in this action, I have communicated with class counsel and reviewed relevant

pleadings and other documents relating to the case, in addition to drawing from my extensive class action notice experience.

3. Background information on my professional experience and Angeion’s expertise with the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history, is set forth in my prior declaration submitted with the preliminary approval motion of the University of Chicago Settlement. *See* Declaration of Steven Weisbrot, Esq. of Angeion Group LLC re the Proposed Notice Plan, dated August 11, 2023, ¶¶ 3-10 & Exhibit A (ECF No. 428-7).

PRIOR DECLARATIONS & COURT ORDERS

4. On September 9, 2023, the Court preliminarily approved the Plaintiffs’ proposed class settlement with the University of Chicago. *See* ECF No. 439 (“University of Chicago Preliminary Approval Order”). As part of that preliminary approval, the Court appointed Angeion as the Settlement Claims Administrator and it approved the proposed notice plan. *See id.* ¶¶ 8, 14-15.

5. On January 23, 2024, Plaintiffs filed a Motion for Preliminary Approval of Settlements with Brown University (“Brown”), The Trustees of Columbia University in the City of New York (“Columbia”), Duke University (“Duke”), Emory University (“Emory”), and Yale University (“Yale”) (these settling defendants collectively, the “Second Tranche Settling Universities” or “Second Tranche Settling Defendants;” and these settlements, the “Second Tranche Settlements”). In the accompanying declaration submitted with that motion, I described the Revised Notice Plan, which combined the University of Chicago Settlement and Second Tranche Settlements into one notice plan in order to maximize efficiency and avoid confusion for the Settlement Class. *See* Jan. 22, 2024 Weisbrot Decl., ECF No. 603-10. The Court preliminarily approved the Second Tranche Settlements on February 14, 2024. *See* ECF No. 614.

6. On February 23, 2024, Plaintiffs filed a Motion for Preliminary Approval of Settlements with Trustees of Dartmouth College (“Dartmouth”), Northwestern University (“Northwestern”), William Marsh Rice University (“Rice”), and Vanderbilt University (“Vanderbilt”) (these settling

defendants collectively, the “Third Tranche Settling Universities” or “Third Tranche Settling Defendants;” and these settlements, the “Third Tranche Settlements”).

7. In the accompanying declaration submitted with that motion, I described the Amended Revised Notice Plan (the “Notice Plan”), which in turn combined the University of Chicago Settlement, Second Tranche Settlements, and Third Tranche Settlements into one notice plan in order to maximize efficiency and avoid confusion for the members of the Settlement Class. *See* Feb. 23, 2024 Weisbrot Decl., ECF No. 629-8. The Court preliminarily approved the Third Tranche Settlements on February 28, 2024 (“Order Approving Third Tranche Settlements”). *See* ECF No. 638.

8. Pursuant to the Order Approving the Third Tranche Settlements, Angeion was appointed to serve as the Settlement Claims Administrator. *See id.* ¶ 10.

9. The purpose of this declaration is to provide the Court with details regarding the implementation of the Notice Plan, the online registrations requesting updates, requests for exclusion from the Settlement, and objections to the Settlement.

SUMMARY OF THE NOTICE PLAN

10. The Notice Plan provided for direct notice coupled with a robust multi-tiered media campaign designed to provide notice to Settlement Class Members via a variety of additional methods, including state-of-the-art targeted internet notice, social media notice, a paid search campaign, and two press releases.

11. The Notice Plan also provided for the implementation of a dedicated Settlement Website and a toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlements.

SETTLEMENT CLASS MEMBER DATA

Class Data

12. Between October 16, 2023 and March 8, 2024, Angeion received 27 electronic files from Brown, California Institute of Technology, University of Chicago, Columbia, Cornell University, Dartmouth, Duke, Emory, Georgetown University, The Johns Hopkins University, Massachusetts

Institute of Technology, Northwestern, University of Notre Dame Du Lac, The Trustees of the University of Pennsylvania, Rice, Vanderbilt, and Yale containing the names, mailing addresses, and email addresses, where available, for individuals likely to be Settlement Class members.

13. On March 27, 2024, Angeion added 1,424 potential Settlement Class members who registered online via the Settlement website, described below, to the overall list of potential Settlement Class members.

14. After analyzing the data and removing duplicative records, Angeion identified a total of 383,000 unique potential Settlement Class member records (the “Class List”). Angeion identified a total of 385,512 valid email addresses on the Class List.¹ Angeion also identified 37,169 Class List records that did not have a valid email address (or any email address) but had sufficient mailing address information.²

Supplemental Class Data

15. On April 1, 2024, Angeion received 2 supplemental electronic files from Emory containing the names, mailing addresses, and email addresses, where available, for potential Settlement Class members.

16. Angeion analyzed the supplemental data, and removed duplicative records, resulting in an additional 3,147 unique potential Settlement Class member records (the “Supplemental Class List”). Angeion identified a total of 2,908 valid email addresses on the Supplemental Class List. Angeion also identified 218 Supplemental Class List records that did not have a valid email address (or any email address) but had sufficient mailing address information.

17. The direct notice campaign was structured as follows: (1) Angeion emailed the Court-approved summary notice to all valid email addresses in our database; (2) Angeion mailed the Court-approved long-form notice via first class mail to all individuals on the Class List and Supplemental Class List without valid email addresses or no email addresses; (3) Angeion also

¹ Some records had multiple email addresses associated with them.

² Angeion also identified 7,783 records that could not be sent notice (*i.e.*, these records did not have a valid email address and did not have sufficient mailing address information).

mailed via first class mail the Court-approved long-form notice to potential Settlement Class members whose summary notice could not be delivered via email and for whom sufficient mailing address information was on the Class List or Supplement Class List.

DIRECT NOTICE

Email Notice

18. On March 29, 2024, Angeion caused the Court-approved summary notice to be sent to the 385,512 valid email addresses identified on the Class List. Of the 385,512 summary notices sent, 378,670 were delivered and 6,842 bounced-back and could not be delivered.

19. On April 18, 2024, Angeion caused the summary notice to be sent to the 2,908 valid email addresses identified on the Supplement Class List. Of the 2,908 summary notices sent, 2,880 were delivered and 28 bounced back and could not be delivered.

20. In total, 381,550 of the 388,420 summary notices sent via email were delivered, representing an excellent deliverability rate of approximately 98.23%. A true and correct copy of the Court-approved summary notice that Angeion caused to be emailed is attached hereto as

Exhibit A.

Mailed Notice

21. Between March 29, 2024, and May 3, 2024, Angeion caused the Court-approved long-form notice to be mailed via the United States Postal Service (“USPS”) first-class mail, postage prepaid, to potential Settlement Class members as follows:

Date	Class List/Supplemental Class List	Description	Count
March 29, 2024	Class List	No/Invalid Email Address	37,169
April 26, 2024	Supplemental Class List	No/Invalid Email Address	218
April 26, 2024	Class List	Email notice could not be delivered	6,067
May 3, 2024	Supplemental Class List	Email notice could not be delivered	28
Total Long-Form Notices Mailed			43,482

22. Prior to mailing, Angeion caused the mailing addresses to be processed through the USPS National Change of Address database, which provides updated address information for individuals or entities that have moved during the previous four (4) years and filed a change of address with

the USPS. A true and correct copy of the Court-approved long-form notice that Angeion caused to be mailed is attached hereto as **Exhibit B**.

23. Long-form notices returned to Angeion by the USPS with a forwarding address were re-mailed to the new address provided by the USPS. Long-form notices returned to Angeion by the USPS without a forwarding address were subjected to address verification searches (“skip traces”), and long-form notices were re-mailed to any updated addresses identified through the skip trace process.

24. Through May 16, 2024, Angeion has received approximately 3,796 long-form notices returned by the USPS as undeliverable. As a result of the above-described efforts, a total of 483 long-form notices were re-mailed to updated addresses. Angeion will continue to receive, process, and attempt to re-mail undeliverable long-form notices returned by the USPS.

PRESS RELEASE

25. On March 29, 2024, Angeion caused the first press release to be issued via PR Newswire. The press release was picked up by a total of 266 media outlets, which have a combined potential audience size of approximately 147.2 million. A true and accurate copy of the Court-approved press release is attached hereto as **Exhibit C**. The second press release will be issued via PR Newswire when claim filing begins.

MEDIA CAMPAIGN

26. The state-of-the-art comprehensive media campaign consisting of social media advertising via Facebook and Instagram, programmatic display advertising (“internet banner ads”), and a paid search campaign via Google was designed to deliver an approximate 75.31% reach with an average frequency of 3.22 times each.

27. What this means in practice is that the media campaign was designed so 75.31% of the Target Audience³ (potential Settlement Class members) would have a digital advertisement

³ To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2022 comScore Multi-Platform/MRI Simmons USA Fusion to profile the Settlement Class and arrive at an appropriate target group (“Target Audience”) based on criteria pertinent to this Settlements. Specifically, the following syndicated research definition was used to profile potential Settlement Class Members:

concerning the settlement displayed to them an average of 3.22 times each. This is separate and apart from the direct email and mail notice efforts, press release, Settlement website, and toll-free hotline.

Social Media Advertising

28. On March 29, 2024, Angeion commenced the social media campaign utilizing the social media platforms Facebook and Instagram to notify and drive potential Settlement Class members to the dedicated Settlement website where they could find more information about the Settlement and submit a request to stay updated on when Claim Forms are made available.

29. The social media campaign engaged with the Target Audience via Facebook and Instagram's desktop sites, mobile sites, and mobile apps.

30. As of April 29, 2024, the social media campaign concluded, serving approximately 28,493,477 impressions. True and correct copies of the social media notices that Angeion used as part of this Notice campaign are attached hereto as **Exhibit D**.

Programmatic Display Advertising

31. On March 29, 2024, Angeion commenced the programmatic display advertising (internet banner notice) campaign to target and deliver advertisements concerning the Settlement to the Target Audience via websites potential Settlement Class members are most likely to visit based on objective syndicated data.

32. The campaign was designed to notify and drive potential Settlement Class members to the Settlement website where they could find more information about the Settlement and submit a request to stay updated on when Claim Forms are made available.

33. As of April 29, 2024, the internet banner notice campaign concluded, serving approximately 12,269,086 impressions. True and correct copies of the internet banner notices that Angeion used as part of the Court-approved Notice campaign are attached hereto as **Exhibit E**.

Respondent: Attended College: Yes **and** Loans and Mortgages: Personal Loan for Education (Student Loan) Have Personally or Jointly Utilized **and** Ages 18-44. *See* Jan. 22, 2024 Weisbrot Decl., ECF No. 603-10, ¶ 18.

Paid Search Campaign

34. On March 29, 2024, Angeion commenced the paid search campaign via Google to help drive potential Settlement Class members who are actively searching for information about the Settlement to the dedicated Settlement Website. As of April 29, 2024, the paid search campaign concluded, serving approximately 26,390 impressions.

REACH & FREQUENCY

35. The state-of-the-art media campaign, as noted, was designed to deliver an approximate 75.31% reach with an average frequency of 3.22 times each and serving approximately 29 million impressions. The media campaign *exceeded expectations* by serving over 40 million impressions, resulting in approximate 78.24% reach with an average frequency of 4.32 times each.

36. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges,” at 27 (3d Ed. 2010).

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

Settlement Website

37. On January 23, 2024, Angeion established the following website devoted to this Settlement www.FinancialAidAntiTrustSettlement.com (“Settlement website”). The Settlement website contains general information about the Settlement, including answers to frequently asked questions, important dates and deadlines pertinent to this matter, and copies of important documents.

38. Visitors to the Settlement website can view or download the following important documents: (1) the Motion and Memorandum of Law in Support of Settlement Class Counsel’s Motion for Service Awards for the Class Representatives, Reimbursement of Expenses, and Attorneys’ Fees; (2) the Joint Declaration in Support of Plaintiffs’ Memorandum of Law in Support of their Motion for Service Awards for the Class Representatives, Reimbursements of Expenses, and Attorneys’ Fees; (3) the Notice of Class Action Settlements; (4) the Order Preliminarily Approving the University of Chicago Settlement; (5) the Order Preliminarily Approving Brown,

Columbia, Duke, Emory, and Yale Settlements; (6) the Order Preliminarily Approving Dartmouth, Northwestern, Rice, and Vanderbilt Settlements; (7) Plaintiffs' Unopposed Motion for Preliminary Approval for the University of Chicago Settlement; (8) Plaintiffs' Motion for Preliminary Approval of the Brown, Columbia, Duke, Emory, and Yale Settlements; (9) Plaintiffs' Motion for Preliminary Approval of the Dartmouth; Northwestern; Rice, and Vanderbilt Settlements; (10) the Brown University Settlement Agreement; (11) the University of Chicago Settlement Agreement; (12) the Columbia University Settlement Agreement; (13) the Dartmouth College Settlement Agreement; (14) the Duke University Settlement Agreement; (15) the Emory University Settlement Agreement; (16) the Northwestern University Settlement Agreement; (17) the Rice University Settlement Agreement; (18) the Vanderbilt University Settlement Agreement; (19) the Yale University Settlement Agreement; (20) the Proposed Revised Allocation Plan; (21) the Proposed Plan of Allocation; (22) the Second Amended and Supplemental Class Action Complaint; and (23) the Order Denying Defendants' Motion to Dismiss. Once approved by the Court, the Claim Form will be incorporated onto the Settlement website. The proposed Claim Form is attached hereto as **Exhibit F**.

39. The Settlement website also has a "Contact Us" page whereby Settlement Class members can submit questions regarding the Settlement to a dedicated email address: Info@FinancialAidAntiTrustSettlement.com. The address for the Settlement website was set forth in the Long Form Notice and Email Notice.

40. As of May 16, 2024, the Settlement website has had 422,379 page views and 291,927 sessions by 252,405 unique users.

Requests for Updates and Additional Information

41. On January 23, 2024, Angeion established an online register for updates portal whereby potential Settlement Class members can complete and submit a request to receive updates about the settlements and be notified when claim forms are made available.

42. As of May 16, 2024, Angeion has received a total of 25,381 online registrations for updates. This is in addition to the approximately 146 email inquiries to the dedicated email inbox, and approximately 112 email and/or phone call inquiries forwarded from Settlement Class Counsel.

Toll-Free Telephone Support

43. On January 23, 2024, Angeion established the following toll-free line dedicated to this settlement: 1-833-585-3338. The toll-free line utilizes an interactive voice response (“IVR”) system to provide Settlement Class members with responses to frequently asked questions, the ability to request the long-form notice, and includes information about filing a claim and important dates and deadlines. The toll-free line is accessible 24 hours a day, 7 days a week.

44. As of May 16, 2024, the toll-free number has received approximately 493 calls, totaling 2,018 minutes.

OPT-OUTS AND OBJECTIONS

45. The deadline for Settlement Class members to request exclusion from the Settlement was May 13, 2024. As of May 22, 2024, Angeion has received 14 requests for exclusion (or Opt-Out requests). Of these, 12 requests were timely, and two were postmarked late. Attached hereto as **Exhibit G** is a list of the names of the 14 individuals who have requested to be excluded from this Settlement.

46. The deadline for Settlement Class members to object to the Settlement was May 13, 2024. As of May 22, Angeion has received one objection to the Settlement. Attached hereto as **Exhibit H** is a copy of the objection.

NOTICE & ADMINISTRATION COSTS

47. Through April 30, 2024, Angeion has incurred \$358,737.45 in costs to provide notice and administration services. Angeion will keep the Parties apprised of administration costs incurred as the settlement administration process proceeds.

CONCLUSION

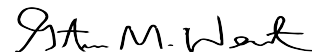
48. The Notice Plan implemented in this Settlement included direct notice via email or mail, complemented by a robust, state-of-the-art media campaign that independently delivered an approximate 78.24% reach, the issuance of a press release, and the creation of the dedicated Settlement website and toll-free telephone support.

49. The Notice Plan resulted in over 431,000 notices disseminated via email or mail, over 40 million digital impressions served, and a press release with a potential audience size of approximately 147.2 million. The response to the Notice Plan has been overwhelmingly favorable, with over 252,000 unique visitors to the Settlement website and over 25,000 online registrations for future updates, compared to only 14 opt-outs.

50. It remains my professional opinion that the Notice Plan provided full and proper notice to Settlement Class members before the opt-out and objection deadlines, and was the best notice practicable under the circumstances, fully compliant with due process and Fed. R. Civ. P. 23.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: May 28, 2024



STEVEN WEISBROT

Exhibit A

From: Claims Administrator <donotreply@financialaidantitrustsettlement.com>
Sent:
To:
Subject: Notice of Proposed Class Action Settlement – Henry, et al. v. Brown University, et al.

Notice ID:
Confirmation Code:

Notice of Class Action Settlement

Authorized by the U.S. District Court for the Northern District of Illinois

Settlements of \$284 million will provide payments to students who received need-based financial aid that covered some but not all costs (tuition, fees, room & board) to attend Brown University, California Institute of Technology, University of Chicago, Columbia University, Cornell University, Dartmouth College, Duke University, Emory University, Georgetown University, Johns Hopkins University, Massachusetts Institute of Technology, Northwestern University, University of Notre Dame, University of Pennsylvania, Rice University, Vanderbilt University, or Yale University (the “Universities” or “Defendants”).

A federal court directed this Notice. This is not a solicitation from a lawyer.

This Notice is only a summary.

Please visit www.FinancialAidAntitrustSettlement.com for more information.

- The Court has preliminarily approved proposed settlements (“Settlements”) with the following ten schools: Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University (collectively the “Settling Universities”).
- The Court has also preliminarily approved a class of students who attended one or more of the Settling Universities during certain time periods. This is referred to as the “Settlement Class,” which is defined in more detail below.
- As part of the Settlements, the Settling Universities have agreed to make settlement payments totaling \$284 million and to complete certain discovery in this antitrust class action lawsuit, called

Henry, et al. v. Brown University, et al., 1:22-cv-00125, which is pending in the United States District Court for the Northern District of Illinois (the “Action”).

- This Action was brought by certain students (“Plaintiffs”) who attended certain of the Universities while receiving partial need-based financial aid. The Action alleges that the Defendants violated federal antitrust laws by agreeing regarding principles, formulas, and methods of determining financial aid. The Action also alleges that as a result, the Defendants provided less need-based financial aid than they would have provided had there been full and fair competition. The Defendants assert that Plaintiffs’ claims lack merit; that no such agreement existed, that the Defendants’ financial aid policies were legal and pro-competitive, and that financial aid awards were not artificially reduced.

Why am I receiving this Notice?

The Court authorized this Notice because you are entitled to know about your rights under the proposed class action settlements with the Settling Universities before the Court decides whether to approve the Settlements.

The Settlement Class consists of: All U.S. citizens or permanent residents who have during the Class Period (a) enrolled in one or more of Defendants’ full-time undergraduate programs, and (b) received at least some need-based financial aid from one or more Defendants, and (c) whose tuition, fees, room, or board to attend one or more of Defendants’ full-time undergraduate programs was not fully covered by the combination of any types of financial aid or merit aid (not including loans) in any undergraduate year. The Class Period is defined as follows:

- For Chicago, Columbia, Cornell, Duke, Georgetown, MIT, Northwestern, Notre Dame, Penn, Rice, Vanderbilt, Yale—from Fall Term 2003 through February 28, 2024.
- For Brown, Dartmouth, Emory—from Fall Term 2004 through February 28, 2024.
- For CalTech—from Fall Term 2019 through February 28, 2024.
- For Johns Hopkins—from Fall Term 2021 through February 28, 2024.

What do these Settlements provide?

Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University have agreed, collectively, to provide \$284 million in cash for the benefit of the Settlement Class as part of a Settlement Fund if the Court finally approves the Settlements.

Every member of the Settlement Class who (a) does not exclude him, her, or themselves from the Settlement Class by the deadline described below, and (b) files a valid and timely claim during a process that will occur later will be paid from the monies from the Settlement Fund. The money in this Settlement Fund will be also used to pay the following, as approved by the Court:

- The cost of settlement administration and notice, and applicable taxes on the Settlement Fund, and any other related tax expenses;
- Money awards for the Settlement Class Representatives for their service on behalf of the Settlement Class; and
- Attorneys' fees and reimbursement of expenses for Settlement Class Counsel.

Payments for claims will vary depending on a number of factors as set forth below. Assuming that about half of the estimated 200,000 Class members submit timely claims, and that the Court awards the attorneys' fees and costs as requested, the average claimant will receive about \$2,000 from these Settlements. Because the Plaintiffs allege an antitrust conspiracy, the amount of money any member of the Settlement Class receives is not directly related to the amount of money that the institution that person attended paid to settle.

The parties have agreed to ask the Court to allow them to donate any funds that remain in the Settlement Fund after distribution to the Settlement Class to charitable causes that promote access to higher education for disadvantaged students and families.

How do I ask for money from these Settlements?

If you are a member of the Settlement Class, you must submit a valid and timely claim to get money from the Settlement Fund during a process that will begin several months from now. If the Court finally approves the Settlements, as part of the Court approved distribution and allocation process, the Claims Administrator will distribute to all Settlement Class members, who do not exclude themselves from the Settlement Class, and for which there are valid addresses, a Claim Form to complete. Members of the Settlement Class may also contact the Claims Administrator or visit the Settlement Website if they do not receive a Claim Form. The Claim Form will include the deadline for timely submission and instructions on how to submit or approve the Claim Form.

Visit www.FinancialAidAntitrustSettlement.com for more information on how to submit a Claim Form.

What are my other options?

If you **Do Nothing**, you will be legally bound by the terms of the Settlements, and you will release your claims against the Releasees. You may **Opt Out** of or **Object** to the Settlement by **May 13, 2024**. Please visit www.FinancialAidAntitrustSettlement.com for more information on how to Opt Out of or Object to the Settlements.

Do I have a lawyer in this case?

Yes. The Court appointed the following law firms to represent you and other Settlement Class Members: Freedman Norman Friedland LLP, Gilbert Litigators & Counselors, PC, and Berger Montague

PC. These firms are called Settlement Class Counsel. They will be paid from the Settlement Fund upon making an application to the Court.

The Court's Fairness Hearing.

There will be a **Fairness Hearing held telephonically on Friday, July 19, 2024 at 1:00 pm CT** using call-in number 1-888-684-8852, access code 746-1053.

At the Fairness Hearing, the Court will consider whether the Settlements are fair, adequate, and reasonable and should be approved. The Court will also decide whether it should give its final approval of the proposed Plan of Allocation, and to Plaintiffs' requests for attorneys' fees and expenses, service awards to the Settlement Class Representatives, and other costs. The Court will consider any objections and listen to members of the Settlement Class who have asked to speak at the Fairness Hearing.

This Notice is only a summary.

For more information, visit www.FinancialAidAntitrustSettlement.com, call toll-free 1-833-585-3338, or email Info@FinancialAidAntitrustSettlement.com.

[Unsubscribe](#)



Exhibit B

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

ANDREW CORZO, SIA HENRY, ALEXANDER LEO-GUERRA, MICHAEL MAERLENDER, BRANDON PIYEVSKY, BENJAMIN SHUMATE, BRITTANY TATIANA WEAVER, and CAMERON WILLIAMS, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

BROWN UNIVERSITY, CALIFORNIA INSTITUTE OF TECHNOLOGY, UNIVERSITY OF CHICAGO, THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK, CORNELL UNIVERSITY, TRUSTEES OF DARTMOUTH COLLEGE, DUKE UNIVERSITY, EMORY UNIVERSITY, GEORGETOWN UNIVERSITY, THE JOHNS HOPKINS UNIVERSITY, MASSACHUSETTS INSTITUTE OF TECHNOLOGY, NORTHWESTERN UNIVERSITY, UNIVERSITY OF NOTRE DAME DU LAC, THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA, WILLIAM MARSH RICE UNIVERSITY, VANDERBILT UNIVERSITY, and YALE UNIVERSITY,

Defendants.

Case No.: 1:22-cv-00125

Hon. Matthew F. Kennelly

Notice of Class Action Settlements

Authorized by the U.S. District Court for the Northern District of Illinois

Settlements totaling \$284 million from ten out of the seventeen defendants in the case will provide payments to students who received need-based financial aid to cover some but not all costs (tuition, fees, room, and/or board) to attend Brown University, California Institute of Technology, University of Chicago, Columbia

University, Cornell University, Dartmouth College, Duke University, Emory University, Georgetown University, Johns Hopkins University, Massachusetts Institute of Technology, Northwestern University, University of Notre Dame, University of Pennsylvania, William Marsh Rice University, Vanderbilt University, or Yale University.

A federal court directed this Notice. This is not a solicitation from a lawyer.

- The Court has preliminarily approved proposed settlements (“Settlements”) with the following ten defendant schools: Brown University (“Brown”), University of Chicago (“Chicago”), the Trustees of Columbia University in the City of New York (“Columbia”), Trustees of Dartmouth College (“Dartmouth”), Duke University (“Duke”), Emory University (“Emory”), Northwestern University (“Northwestern”), William Marsh Rice University (“Rice”), Vanderbilt University (“Vanderbilt”) and Yale University (“Yale”).
- The Court has also preliminarily approved a Settlement Class of students who attended the following seventeen schools (during certain time periods): Brown, California Institute of Technology, Chicago, Columbia, Cornell University, Dartmouth, Duke, Emory, Georgetown University, Johns Hopkins University, Massachusetts Institute of Technology, Northwestern University, University of Notre Dame, University of Pennsylvania, Rice, Vanderbilt, and Yale (the “Defendants,” or “Universities,” or “Defendant Universities”).
- Persons who are members of the Settlement Class may participate in the Settlements as explained in more detail in this Notice.
- As part of the Settlements:
 - Chicago has agreed to make a settlement payment of \$13.5 million.
 - Emory has agreed to make a settlement payment of \$18.5 million.
 - Yale has agreed to make a settlement payment of \$18.5 million.
 - Brown has agreed to make a settlement payment of \$19.5 million.
 - Columbia has agreed to make a settlement payment of \$24 million.
 - Duke has agreed to make a settlement payment of \$24 million.
 - Dartmouth has agreed to make a settlement payment of \$33.75 million.
 - Rice has agreed to make a settlement payment of \$33.75 million.
 - Northwestern has agreed to make a settlement payment of \$43.5 million.
 - Vanderbilt has agreed to make a settlement payment of \$55 million.

- In addition, as part of the Settlements, Brown, Chicago, Columbia, Dartmouth, Duke, Emory, Northwestern, Rice, Vanderbilt, and Yale have each agreed to complete certain discovery in this antitrust class action lawsuit, called *Henry, et al. v. Brown University, et al.*, Case No. 1:22-cv-00125, which is pending in the United States District Court for the Northern District of Illinois (the “Action”).
- This Action was brought by certain students who attended the Universities while receiving partial need-based financial aid. The Action alleges that the Universities conspired in violation of the federal antitrust laws regarding principles, formulas, and methods of determining financial aid. The Action also alleges that as a result, the Universities provided less financial aid than they would have provided had there been full and fair competition. The Universities have alleged that Plaintiffs’ claims lack merit; that the Universities’ financial aid policies were legal and pro-competitive, and financial aid awards were not artificially reduced; that the Universities have valid defenses to Plaintiffs’ allegations; and that Plaintiffs’ claims would have been rejected prior to trial, at trial, or on appeal.
- The Settlements are for the benefit of the “Settlement Class,” which is composed of the following persons:

all U.S. citizens or permanent residents who have during the Class Period (a) enrolled in one or more of Defendants’ full-time undergraduate programs, (b) received at least some need-based financial aid from one or more Defendants, and (c) whose tuition, fees, room, or board to attend one or more of Defendants’ full-time undergraduate programs was not fully covered by the combination of any types of financial aid or merit aid (not including loans) in any undergraduate year.¹ The Class Period is defined as follows:

- a. For Chicago, Columbia, Cornell, Duke, Georgetown, MIT, Northwestern, Notre Dame, Penn, Rice, Vanderbilt, Yale—from Fall Term 2003 through February 28, 2024.
- b. For Brown, Dartmouth, Emory—from Fall Term 2004 through February 28, 2024.
- c. For CalTech—from Fall Term 2019 through February 28, 2024.
- d. For Johns Hopkins—from Fall Term 2021 through February 28, 2024.

Excluded from the Class are:

¹ For avoidance of doubt, the Class does not include those for whom the total cost of attendance, including tuition, fees, room, and board for each undergraduate academic year, was covered by any form of financial aid or merit aid (not including loans) from one or more Defendants.

- a. Any Officers² and/or Trustees of Defendants, or any current or former employees holding any of the following positions: Assistant or Associate Vice Presidents or Vice Provosts, Executive Directors, or Directors of Defendants' Financial Aid and Admissions offices, or any Deans or Vice Deans, or any employees in Defendants' in-house legal offices; and
- b. the Judge presiding over this action, his or her law clerks, spouse, and any person within the third degree of relationship living in the Judge's household and the spouse of such a person.

For purposes of the end date of the class definition in the Chicago Settlement, the date of the February 28, 2024 Order shall be considered the date of preliminary approval of the Chicago Settlement and the Chicago class definition shall otherwise be conformed to match the class definition for the more recent Settlements.

The Court approved the following lawyers for the Settlement Class (referred to as "Settlement Class Counsel"):

Edward J. Normand
FREEDMAN NORMAND FRIEDLAND LLP
99 Park Avenue
Suite 1910
New York, NY 10016
Tel: 1-646-970-7513
tnormand@fnf.law

Robert D. Gilbert
GILBERT LITIGATORS & COUNSELORS, P.C.
11 Broadway, Suite 615
New York, NY 10004
Phone: 1-646-448-5269
rgilbert@gilbertlitigators.com

Eric L. Cramer
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19106
Telephone: 1-215-875-3000
ecramer@bm.net

- The Settlements offer cash payments to members of the Settlement Class who submit valid and timely claim forms later in the process. Payments for claims will vary depending on a

² For the avoidance of doubt, the Columbia University "Officers" excluded from the Class are members of the Senior Administration of Columbia University, and do not include exempt employees of Columbia University who are referred to as officers.

number of factors as set forth below. Assuming that about half of the estimated 200,000 Class members submit timely claims, and that the Court awards the attorneys' fees and costs as requested, the average claimant will receive about \$2,000 from these Settlements. Because the Plaintiffs allege an antitrust conspiracy where Plaintiffs allege that Defendants would be joint and severally liable, the amount of money any member of the Settlement Class receives is not directly related to the amount of money that the institution that person attended paid in settlement. The parties have agreed to ask the Court that any funds remaining after an initial distribution to the Settlement Class that are unable to be efficiently distributed to the Settlement Class be given, with the Court's approval, to charitable causes that promote access to higher education for disadvantaged students and families.

- This Notice has important information. It explains the Settlements and the rights and options of members of the Settlement Class in this class action lawsuit.
- For the full terms of the Settlements, you should look at the Settlement Agreements between Plaintiffs and Brown, Chicago, Columbia, Dartmouth, Duke, Emory, Northwestern, Rice, Vanderbilt, and Yale that are available at www.FinancialAidAntitrustSettlement.com.
- Please check www.FinancialAidAntitrustSettlement.com for any updates relating to any of the Settlements or the settlement approval process.

LEGAL RIGHTS and OPTIONS

If you are a member of the Settlement Class, your legal rights and options are described in this section. You may:

Exclude Yourself: You may request to be excluded from the Settlement Class. This is the only way you can preserve any right you have to be part of another potential lawsuit that you or others might bring in the future seeking money for claims arising out of the facts alleged in this Action. If you timely request exclusion (also referred to as “opt out”), you will no longer be part of the Settlement Class, and you will *not* be able to get any money from the Settlements. If you would like to opt out, **you must mail your exclusion request by May 13, 2024**. See Question 12 for more information on requesting an exclusion.

Object: If you do not agree with any part of the Settlements, or you do not agree with the requested award of attorneys’ fees, expenses, and/or service awards for the representative Plaintiffs you may:

- Write to the Court to explain why (*see* Question 16 for more information on filing an objection), and
- Ask to speak at the Court hearing about either the fairness of the Settlements or about the requested attorneys’ fees, expenses, or service awards. (*See* Question 22).

Do Nothing: To remain in the Settlement Class, ***you need do nothing now***. However, at a later time, if the Settlements are approved, in order to receive money from the lawsuit, you will need to file a claim form. See Question 23 for more information.

File a Claim: This is the only way to get money from the Settlements. You must file a timely and valid claim ***at a later point in the process***. See Question 9 for more information.

Deadlines: See Questions 12 and 16 for more information about rights and options and all deadlines.

BASIC INFORMATION

1. Purpose of this Notice?

This Notice explains the proposed Settlements in a class action lawsuit called *Henry, et al. v. Brown University, et al.*, Case No. 1:22-cv-00125, and the legal rights and options of the members of the Settlement Class to participate in the Settlements, or not, before the Court decides whether to give final approval to the Settlements. This Notice explains the Action, the proposed Settlements, your legal rights, the benefits available, eligibility for those benefits, and how to get them. The Honorable Matthew F. Kennelly in the United States District Court for the Northern District of Illinois is overseeing this Action.

The persons or entities who started this case are called the “Plaintiffs.” The Plaintiffs are Andrew Corzo, Sia Henry, Alexander Leo-Guerra, Michael Maerlender, Brandon Piyevsky, Benjamin Shumate, Brittany Tatiana Weaver, and Cameron Williams.

The Court has provisionally certified the Settlement Class. The Court has also approved Andrew Corzo, Sia Henry, Alexander Leo-Guerra, Michael Maerlender, Brandon Piyevsky, Benjamin Shumate, Brittany Tatiana Weaver, and Cameron Williams to act as Settlement Class Representatives on behalf of the Settlement Class for purposes of the Settlements only.

The universities Plaintiffs sued in this Action are the “Defendants.” Defendants are Brown University, California Institute of Technology, University of Chicago, Trustees of Columbia University in the City of New York, Cornell University, Trustees of Dartmouth College, Duke University, Emory University, Georgetown University, Johns Hopkins University, Massachusetts Institute of Technology, Northwestern University, University of Notre Dame du Lac, Trustees of the University of Pennsylvania, William Marsh Rice University, Vanderbilt University, and Yale University. **Although these Settlements resolve claims against only ten of these seventeen Defendants, Settlement Class members who attended any of the seventeen Defendants may be eligible to file a claim.**

2. What is this lawsuit about?

Generally, Plaintiffs allege that Defendants engaged in an anticompetitive conspiracy in violation of the Sherman Antitrust Act, 15 U.S.C. § 1. Specifically, Plaintiffs allege that Defendants conspired to fix or otherwise limit the amount of financial aid students received, and thereby to artificially inflate the net prices that Settlement Class members paid to attend the Universities during certain time periods. Plaintiffs allege that Defendants conspired through an organization called the 568 Presidents Group, of which all of the Defendants were members during some or all of the time period. Members of the 568 Presidents Group allegedly shared sensitive information regarding financial aid and financial aid principles and allegedly agreed to create and implement common principles used in calculating students’ “financial need” that, Plaintiffs say, all schools participating in the alleged conspiracy agreed to adopt. Absent participation in this alleged conspiracy, Plaintiffs allege that Defendants would have competed with each other to award more financial aid. Plaintiffs allege that Defendants’ participation in the alleged conspiracy artificially reduced the amount of financial aid Settlement Class member students received.

Defendants deny each and every one of Plaintiffs' allegations of unlawful or wrongful conduct by the Universities, deny that any conduct of the Universities challenged by Plaintiffs caused any damage whatsoever, and deny all liability of any kind. Defendants have asserted that they had no agreement with other Universities regarding their financial aid policies, that each University's financial aid policy was lawful and designed to promote socio-economic diversity at its institution by enhancing financial awards, that the Universities have valid defenses to Plaintiffs' allegations, and that Plaintiffs' claims would have been rejected prior to trial, at trial, or on appeal.

You may obtain more information regarding the specific allegations of the Action by reviewing the Second Amended Complaint, which is available at www.FinancialAidAntitrustSettlement.com.

3. Why is this lawsuit a class action?

In a class action, people or businesses sue not only for themselves but also on behalf of other people or businesses with similar legal claims and interests. Together all people or businesses with similar claims and interests form a specifically defined class and are class members. For purposes of these Settlements, the Court has certified the Settlement Class (discussed above and further in Question 5). This means that if the Court approves these Settlements, they are applicable to all members of the Settlement Class (except those who follow the appropriate process to exclude themselves).

4. Why is there a Settlement?

Plaintiffs and Settlement Class Counsel believe that the members of the Settlement Class have been damaged by Defendants' conduct, as described in the Action (including the Complaint and any amendments). Defendants believe that Plaintiffs' claims lack merit and would have been rejected prior to trial, at trial, or on appeal. The Court has not decided which side was right or wrong or if any laws were violated. Instead, Plaintiffs and Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University agreed to settle the case and avoid the delays, costs, and the risk of trial, and the appeals that would follow a trial.

These Settlements are the product of extensive arm's length negotiations, between experienced counsel. Settling this case allows members of the Settlement Class to receive cash payments (*see* Question 6 below). In addition, under the Settlements, Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University have agreed to complete certain discovery as detailed in the Settlement Agreements.

Plaintiffs, Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University have agreed to settle this case after two years of extensive litigation and discovery. As

part of discovery, Plaintiffs have reviewed and analyzed tens of thousands of pages of documents turned over by the Defendants in the litigation.

The Settlements allow members of the Settlement Class who submit valid and timely claims to receive some compensation, rather than risk ultimately receiving nothing. Plaintiffs and Settlement Class Counsel believe the Settlements are in the best interests of all members of the Settlement Class.

If the Settlements are approved, Plaintiffs and the Settlement Class will dismiss and release their claims against Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University.

5. Am I part of this Settlement?

In the Court's Preliminary Approval Order on February 28, 2024, the Court defined the Settlement Class as follows:

all U.S. citizens or permanent residents who have during the Class Period (a) enrolled in one or more of Defendants' full-time undergraduate programs, (b) received at least some need-based financial aid from one or more Defendants, and (c) whose tuition, fees, room, or board to attend one or more of Defendants' full-time undergraduate programs was not fully covered by the combination of any types of financial aid or merit aid (not including loans) in any undergraduate year.³ The Class Period is defined as follows:

- a. For Chicago, Columbia, Cornell, Duke, Georgetown, MIT, Northwestern, Notre Dame, Penn, Rice, Vanderbilt, Yale—from Fall Term 2003 through February 28, 2024.
- b. For Brown, Dartmouth, Emory—from Fall Term 2004 through February 28, 2024.
- c. For CalTech— Fall Term 2019 through February 28, 2024.
- d. For Johns Hopkins— Fall Term 2021 through February 28, 2024.

Excluded from the Class are:

- a. Any Officers⁴ and/or Trustees of Defendants, or any current or former employees holding any of the following positions: Assistant or Associate Vice Presidents or Vice Provosts, Executive Directors, or Directors of Defendants' Financial Aid and Admissions offices,

³ For the avoidance of doubt, the Class does not include those for whom the total cost of attendance, including tuition, fees, room, and board for each undergraduate academic year, was covered by any form of financial aid or merit aid (not including loans) from one or more Defendants.

⁴ For the avoidance of doubt, the Columbia University "Officers" excluded from the Class are members of the Senior Administration of Columbia University, and do not include exempt employees of Columbia University who are referred to as officers.

or any Deans or Vice Deans, or any employees in Defendants' in-house legal offices; and

- b. the Judge presiding over this action, his or her law clerks, spouse, and any person within the third degree of relationship living in the Judge's household and the spouse of such a person.

If you are not sure whether you are part of the Settlement Class, contact the Claims Administrator at:

Call the toll-free number, 1-833-585-3338.

Visit: www.FinancialAidAntitrustSettlement.com

Write to: Financial Aid Antitrust Settlements, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Email: Info@FinancialAidAntitrustSettlement.com

Please contact the Claims Administrator with any questions instead of directing questions about the Settlements to your undergraduate institution or to the attorneys representing your undergraduate institution in this lawsuit.

SETTLEMENT BENEFITS

6. What do these Settlements provide?

Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University have agreed to provide, collectively, \$284 million in cash for the benefit of the Settlement Class as part of a Settlement Fund.

Every member of the Settlement Class who (a) does not exclude him, her, or themselves from the Settlement Class by the deadline described below, and (b) files a valid and timely claim during a process that will occur later will be paid from the monies from the Settlement Fund. The money in this Settlement Fund will be also used to pay:

- The cost of settlement administration and notice, and applicable taxes on the Settlement Fund, and any other related tax expenses, as approved by the Court,
- Money awards for the Settlement Class Representatives for their service on behalf of the Settlement Class, as approved by the Court, and
- Attorneys' fees and reimbursement of expenses for Settlement Class Counsel, as approved by the Court (*see* Question 19 below for more information relating to attorneys' fees and other costs).

The money in this Settlement Fund less the three categories of costs described just above is the Net Settlement Fund. The Net Settlement Fund will only be distributed to members of the

Settlement Class if the Court finally approves the Settlements and the plan for allocating the monies in the Settlement Fund to members of the Settlement Class.

7. How do I ask for money from these Settlements?

If you are a member of the Settlement Class, you must submit a valid and timely claim to get money from the Settlement Fund during a process that will begin several months from now. If the Court finally approves the Settlements, as part of the Court approved distribution and allocation process, the Claims Administrator will distribute a Claim Form to complete to all Settlement Class members, who do not exclude themselves from the Settlement Class, and for which there are valid email or postal addresses. Members of the Settlement Class may also contact the Claims Administrator or visit the Settlement Website if they do not receive a Claim Form. The Claim Form will include the deadline for timely submission and instructions on how to submit the Claim Form. Those Settlement Class Members who submit Claim Forms are called Claimants. The Court will approve the plan of allocating the Net Settlement Fund amongst the Claimants, and will set the schedule for that process, at the time that it decides whether or not to approve the Settlements.

8. How much money will I get?

At this time, it is not known precisely how much each member of the Settlement Class will receive from the Net Settlement Fund or when payments will be made. The amount of your payment, if any, will be determined by the Plan of Allocation proposed by Plaintiffs and to be approved by the Court. The proposed Plan of Allocation can be summarized as follows:

First, the Claims Administrator would determine, for each Claimant, the number of years (or fractions thereof) that the Claimant paid a Defendant University for the cost of attendance during the Settlement Class Period. The Claims Administrator, on a Claimant-by-Claimant basis, would then assign to each Claimant the average annual Net Price charged by that University for each year the Claimant attended (or fraction thereof) based on publicly available aggregated pricing data. The Net Price shall be defined for these purposes as the average price for tuition, room, and board less the average amount of financial aid (not including loans). The Net Prices assigned for each Claimant would be adjusted for fractions of years, where a student may not have attended for an entire school year. The Claims Administrator would then sum the average Net Prices over all the years for each Claimant, up to a maximum of four full academic years per Claimant. That sum would be the numerator of each Claimant's *pro rata* allocation computation.

Second, the Claims Administrator would add together all of the numerators for all Claimants, and that sum would serve as the denominator.

Third, the Claims Administrator would divide the numerator from the first step for each Claimant by the denominator from the second step. That fraction would be the *pro rata* share for each Claimant.

Fourth, and finally, to compute the total allocated sum for each Claimant, the Claims Administrator would multiply the fraction from the third step for each Claimant by the Net Settlement Fund, generating the dollar value of each Claimant's total allocation from the Net Settlement Fund.

The Claims Administrator will make decisions regarding claim submissions, including regarding their validity and amounts, with input from Settlement Class Counsel and Settlement Class Counsel's consulting economic expert.

The parties have agreed to ask the Court to be permitted to donate any funds that remain in the Net Settlement Fund after distribution to the Settlement Class to charitable causes that promote access to higher education for disadvantaged students and families.

The complete proposed Plan of Allocation is available on the Settlement website, www.FinancialAidAntitrustSettlement.com.

HOW TO FILE A CLAIM

9. **How do I file a claim?**

If the Court approves the Settlements (*see* "The Court's Fairness Hearing" below), the Court will at that time approve a Claim Form and set a deadline for members of the Settlement Class to submit claims. At that time, to receive a payment, you must submit a Claim Form. The Claim Form for Settlement Class members will be posted on the Settlement website and available by calling the toll-free number 1-833-585-3338. Members of the Settlement Class will be able to submit claims electronically using the Settlement website or by email or through first class mail. A Claim Form will also be mailed to members of the Settlement Class for which the Claims Administrator has valid and current addresses.

10. **Who decides the value of my claim?**

After receiving your timely-submitted Claim Form, the Court-appointed Claims Administrator, will make decisions about the value and validity of claims with input from Settlement Class Counsel and Settlement Class Counsel's consulting economic expert.

For the Claimants, the Claims Administrator will use publicly available average annual price of tuition, fees, room, and board minus institutional grants ("Net Price") charged by Defendants for each applicable academic year to estimate each Claimant's Net Price, and thus (using the method set forth above) determine each Claimant's *pro rata* share of the Net Settlement Fund.

Some companies may offer to help you file your Claim Form in exchange for a portion of your recovery from the Settlements. While you may choose to use such companies, you should know that you can file with the Claims Administrator on your own, free of charge. Additionally, you are entitled to contact the Claims Administrator or Settlement Class Counsel for assistance with understanding and filing your Claim Form—again, at no cost to you.

11. **Am I giving anything up by filing a claim or not filing a claim?**

If you are a member of the Settlement Class and do not exclude yourself, you cannot sue, continue to sue, or be part of any other lawsuit seeking recovery for the Released Claims against Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University or

Releasees (defined below), even if you do not file a Claim Form. More specifically, staying in the Settlement Class means you have agreed to be bound by the Settlement Agreements and their terms including the release of claims contained therein. The Settlement Agreements are available on the Settlement website, www.FinancialAidAntitrustSettlement.com. The claims released in the Settlements are described below.

Specifically, the Settlement Agreements provide that the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action, damages, and liabilities, of any nature whatsoever, including costs, expenses, penalties and attorneys' fees, known or unknown, accrued or unaccrued, contingent or absolute, suspected or unsuspected, in law equity, or otherwise, that Plaintiffs ever had, now have, or hereafter can, shall or may have, directly, representatively, derivatively, as assignees or in any other capacity, to the extent alleged in the Complaint or to the extent arising out of or relating to a common nucleus of operative facts with those alleged in the Complaint that Plaintiffs have asserted or could have asserted in the Action. For avoidance of doubt, claims between Class Members and the Defendant Universities arising in the ordinary course and not relating to, arising from, or sharing a common nucleus of operative facts with, the facts alleged in the Complaint (including amendments), will not be released. The claims described as being released in this paragraph are referred to herein as the "Released Claims."

In addition, each Releasor (defined below) hereby expressly waives and releases, upon the Effective Date, any and all provisions, rights, and/or benefits conferred by Section 1542 of the California Civil Code, which reads:

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, notwithstanding that the release in Paragraph 13 of each of the Settlement Agreements is not a general release and is of claims against Releasees only. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the claims that are the subject matter of Paragraph 13. Nonetheless, upon the Effective Date (defined below), each Releasor hereby expressly waives and fully, finally, and forever settles and releases any known or unknown, foreseen, or unforeseen, suspected or unsuspected, contingent or non-contingent claim that is the subject matter of Paragraph 13, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. Each Releasor also hereby expressly waives and fully, finally, and forever settles, releases, and discharges any and all claims it may have against the Releasees under § 17200, *et seq.*, of the California Business and Professions Code or any similar comparable or equivalent provision of the law of any other state or territory of the United States or other jurisdiction, which claims are expressly incorporated into the definition of the Released Claims.

“Effective Date” means the date on which all of the following have occurred: (i) the Settlement is not terminated pursuant to Paragraphs 15 or 16 of each of the Settlement Agreements; (ii) the Settlement is approved by the Court as required by Fed. R. Civ. P. 23(e); (iii) the Court enters a final approval order; and (iv) the period to appeal the final approval order has expired and/or all appeals have been finally resolved.

“Releasees” means the Settling Universities, the Boards of Trustees of the Settling Universities, individually and collectively, and all of their present, future and former parent, subsidiary and affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing’s respective present, former and future officers, directors, trustees, affiliates, employees, administrators, faculty members, students, agents, advisors, representatives, volunteers, attorneys, outside counsel, predecessors, successors, heirs, devisees, executors, conservators, and assigns.

“Releasers” means all Plaintiffs and Settlement Class Members, and those Plaintiffs’ and Settlement Class Members’ agents, attorneys, representatives (and as applicable each of their past, present, and future agents, attorneys, representatives, and all persons or entities that made payments to the Universities or other Defendants on behalf of Plaintiffs and Settlement Class Members), the predecessors, successors, heirs, executors, administrators, and representatives of each of the foregoing.

The Scope and Effect of the Release: Upon the occurrence of the Effective Date, the Releasers hereby release and forever discharge, and covenant not to sue the Releasees only, with respect to, in connection with, or relating to any and all of the Released Claims.

12. How do I exclude myself from the Settlement Class?

If you are a member of the Settlement Class, do not want to remain in the Settlement Class, and do not want a payment from the Settlements, then you must take steps to exclude yourself from the Settlements. This is sometimes referred to as “opting out” of a class. The Court will exclude from the Settlements all members of the Settlement Class who submit valid and timely requests for exclusion.

If you exclude yourself, you will *not* be able to receive any payments from these Settlements. However, this is the only way you will retain your rights to sue Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University and the Releasees on your own based on the Released Claims.

You can exclude yourself by sending a written “Request for Exclusion” to the Claims Administrator. To be valid, your Request for Exclusion must be **received by the Claims Administrator no later than May 13, 2024 to:**

Claims Administrator

Financial Aid Antitrust Settlements

Attn: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102

Your Request for Exclusion must: (i) be in writing by mail (you cannot exclude yourself by telephone or email); (ii) be signed by the person or entity holding the claim or by his, her or its authorized representative; (iii) state the full name, address, and phone number of the University(ies) you attended; (iv) include proof of membership in the Settlement Class; and (v) include a signed statement that “I/we hereby request I/we be excluded from the Brown, Chicago, Columbia, Dartmouth, Duke, Emory, Northwestern, Rice, Vanderbilt and Yale Settlements in *Henry, et al. v. Brown University, et al.*, Case No. 1:22-cv-00125.”

13. If I don’t exclude myself, can I sue Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University and the other Releasees for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University and the Releasees for the Released Claims if you qualify for membership in the Settlement Class. If you decide to exclude yourself, your decision will apply only to Brown University, the University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University, and the other Releasees.

14. If I exclude myself from the Settlement Class, can I get money from the Settlements?

No. You will not get any money from the Settlements if you exclude yourself.

15. If I exclude myself from the Settlements, can I still object?

No. If you exclude yourself, you are no longer a member of the Settlement Class and may not object to any aspect of the Settlements.

OBJECTING TO THE SETTLEMENTS

16. How do I tell the Court if I don’t like any aspect of the Settlements?

If you are a member of the Settlement Class (and don’t exclude yourself from that class), you can object to any part or any one of the Settlements, the summary of the Plan of Allocation, and/or the request for attorneys’ fees and litigation costs and expenses and/or the service awards request.

To object, you must timely submit a letter that includes the following: (1) the name of the case (*Henry, et al. v. Brown University, et al.*, Case No. 1:22-cv-00125); (2) your name and address and if represented by counsel, the name, address, and telephone number of your counsel; (3) proof that you are a member of the Settlement Class; (4) a statement detailing your objections to the

Settlements with specificity and including your legal and factual bases for each objection; and (5) a statement of whether you intend to appear at the Fairness Hearing, either with or without counsel, and if with counsel, the name of your counsel who will attend.

You cannot make an objection by telephone or email. You must do so in writing and file your objection with the Clerk of Court and mail your objection to the following address **postmarked by May 13, 2024.**

Court

United States District Court for the Northern District of Illinois
Clerk of Court
219 S. Dearborn Street
Chicago, IL 60604

You must also send a copy of your Statement of Objections to the Claims Administrator at the following address:

Claims Administrator

Financial Aid Antitrust Settlements
Attn: Objections
P.O. Box 58220
Philadelphia, PA 19102

If you don't timely and validly submit your objection, your view will not be considered by the Court or any court on appeal.

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlements. You can object to the Settlements only if you don't exclude yourself from the Settlement Class. Objecting does not change your ability to claim money from the Net Settlement Fund if the Court approves the Settlements. If you exclude yourself, you cannot object because the Settlements no longer affects your rights, and you cannot claim money from the Net Settlement Fund.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this lawsuit?

The Court has appointed the lawyers listed below to represent you. These lawyers are called Settlement Class Counsel. Other lawyers have also worked with Settlement Class Counsel to represent you in this case. Because you are a Settlement Class member, you do not have to pay any of these lawyers. They will be paid from the Settlement Fund upon making an application to the Court.

Edward J. Normand
FREEDMAN NORMAND FRIEDLAND LLP
99 Park Avenue

Suite 1910
New York, NY 10016
Phone: 1-646-970-7513
Email: tnormand@fnf.law

Robert D. Gilbert
GILBERT LITIGATORS & COUNSELORS, P.C.
11 Broadway, Suite 615
New York, NY 10004
Phone: 1-646-448-5269
Email: rgilbert@gilbertlitigators.com

Eric L. Cramer
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Phone: 1-215-875-3000
Email: ecramer@bm.net

If you have any questions about the Notice or the Action, you can contact the above-listed Settlement Class Counsel.

19. Should I hire my own lawyer?

You do not have to hire your own lawyer. But you can if you want to, at your own cost.

If you hire your own lawyer to appear in this case, you must tell the Court and send a copy of your Notice to Settlement Class Counsel at any of the addresses above.

20. How will the lawyers for the Plaintiffs and Settlement Class be paid?

To date, Settlement Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs or expenses that Settlement Class Counsel expended to litigate this case. Any attorneys' fees and costs and expenses will be awarded only as approved by the Court in amounts determined to be fair and reasonable. By April 29, 2024, Settlement Class Counsel will move for an award of attorneys' fees not to exceed 1/3 of the Settlement Fund, plus any accrued interest, reimbursement of litigation costs and expenses not to exceed \$12,000,000 and service awards of up to \$20,000 for each of the eight Settlement Class Representatives to be paid out of the Settlement Fund. If the Court grants Settlement Class Counsel's requests, these amounts would be deducted from the Settlement Fund. You will not have to pay these fees, expenses, and costs out of your own pocket.

Any motions in support of the above requests will be available on the Settlement Website after they are filed by April 29, 2024. After that time, if you wish to review the motion papers, you may do so by viewing them at www.FinancialAidAntitrustSettlement.com.

The Court will consider the motion for attorneys' fees and litigation costs and expenses, service awards at or after the Fairness Hearing.

THE COURT'S FAIRNESS HEARING

21. When and where will the Court decide whether to approve these Settlements, including the attorneys' fees and costs motion and the Plan of Allocation?

There will be a Fairness Hearing held telephonically on Friday, July 19, 2024 at 1:00 pm CT using call-in number 1-888-684-8852, access code 746-1053.

Important! The time and date of the Fairness Hearing may change without additional mailed or published notice. For updated information on the hearing, visit www.FinancialAidAntitrustSettlement.com.

At the Fairness Hearing, the Court will consider whether the Settlements are fair, adequate, and reasonable and should be approved. The Court will also decide whether it should give its final approval of the Plaintiffs' requests for attorneys' fees and expenses, service awards to the Settlement Class Representatives, and other costs. The Court will consider any objections and listen to members of the Settlement Class who have asked to speak at the Fairness Hearing.

22. Do I have to come to the Fairness Hearing to get my money?

No. You do not have to go to the Fairness Hearing, even if you sent the Court an objection. But you can go to the hearing or hire a lawyer to go to the Fairness Hearing if you want to, at your own expense.

23. What if I want to speak at the Fairness Hearing?

You must file a Notice of Intention to Appear with the Court at this address:

United States District Court for the Northern District of Illinois
Clerk of Court
219 S. Dearborn Street
Chicago, IL 60604

Your Notice of Intention to Appear must be **filed by May 13, 2024**. You must also mail a copy of your letter to Settlement Class Counsel at the addresses listed in the answer to Question 18. Your Notice of Intention to Appear must be signed and: (i) state the name, address, and phone number of the University you attended and if applicable, the name, address, and telephone number of your attorney (who must file a Notice of Appearance with the Court); and (ii) state that you (or if applicable, your lawyer) intends to appear at the Fairness Hearing for the Settlements in *Henry, et al. v. Brown University, et al.*, Case No. 1:22-cv-00125.

IF YOU DO NOTHING

24. What happens if I do nothing?

If you do nothing, and if you fit the Settlement Class description, you will automatically be a member of the Settlement Class. However, if you do not timely file a Claim Form at the appropriate

time later in the process, you will not receive any payment from the Settlements. You will be bound by past and future rulings, including rulings on the Settlements, Released Claims, and Releasees.

GETTING MORE INFORMATION

25. How do I get more information?

This Notice summarizes the Action, the terms of the Settlements, and your rights and options in connection with the Settlements. More details are in the Settlement Agreements, which are available for your review at www.FinancialAidAntitrustSettlement.com. The Settlement Website also has the Second Amended Complaint and other documents relating to the Settlements. You may also call toll-free 1-833-585-3338 or write the Claims Administrator at: Financial Aid Antitrust Settlements, c/o Claims Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or by email at: Info@FinancialAidAntitrustSettlement.com.

Exhibit C

Settlement Administrator Angeion Group Announces Proposed Settlements with Brown University, University of Chicago, the Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University and Yale University in Henry, et al. v. Brown University, et al. Class Action

NEWS PROVIDED BY
Angeion Group →
Mar 29, 2024, 09:00 ET

If You Were Enrolled in a Full-Time Undergraduate Program and You Received Financial Aid at Any Time Between 2003 and 2024, a Class Action Settlement Totaling \$284 Million May Affect Your Legal Rights.

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

PHILADELPHIA, March 29, 2024 /PRNewswire/ -- A federal court has preliminarily approved proposed settlements ("Settlements") with the following ten defendant universities: Brown University ("Brown"), University of Chicago ("Chicago"), the Trustees of Columbia University in the City of New York ("Columbia"), Trustees of Dartmouth College ("Dartmouth"), Duke University

("Duke"), Emory University ("Emory"), Northwestern University ("Northwestern"), William Marsh Rice University ("Rice"), Vanderbilt University ("Vanderbilt") and Yale University ("Yale"). The Court has also preliminarily approved a Settlement Class of students who attended the following seventeen schools (during certain time periods): Brown, California Institute of Technology, Chicago, Columbia, Cornell University, Dartmouth, Duke, Emory, Georgetown University, Johns Hopkins University, Massachusetts Institute of Technology, Northwestern, University of Notre Dame, University of Pennsylvania, Rice, Vanderbilt, and Yale (the "Defendants," or "Universities," or "Defendant Universities"). As a part of the Settlement, the Defendant Universities have agreed to make a settlement payment of \$284 million and to provide certain additional information to Plaintiffs in this antitrust class action lawsuit called *Henry, et al. v. Brown University, et al.*, 1:22-cv-00125, pending in the United States District Court for the Northern District of Illinois ("Action").

The Action was brought by certain students who attended the Universities while receiving partial need-based financial aid. The Action alleges that the Universities conspired in violation of the federal antitrust laws regarding principles, formulas, and methods of determining financial aid. The Action also alleges that as a result, the Universities provided less financial aid than they would have provided had there been full and fair competition. The Universities have alleged that Plaintiffs' claims lack merit; that the Universities' financial aid policies were legal and pro-competitive; that financial aid awards were not artificially reduced; that the Universities have valid defenses to Plaintiffs' allegations; and that Plaintiffs' claims would have been rejected prior to trial, at trial, or on appeal.

What does the Settlement provide?

The Defendant Universities have agreed to provide, collectively, \$284 million in cash for the benefit of the Settlement Class as a part of the Settlement Fund.

Every member of the Settlement Class who (a) does not exclude him, her, or themselves from the Settlement Class by May 13, 2024, and (b) files a valid and timely claim during a process that will occur later will be paid monies from the Settlement Fund. The money in this Settlement Fund will also be used to pay the following, as approved by the Court:

- The cost of settlement administration and notice, and applicable taxes on the Settlement Fund, and any other related tax expenses, as approved by the Court;
- Money awards for the Settlement Class Representatives for their service on behalf of the Settlement Class, as approved by the Court, and
- Attorneys' fees and reimbursement of expenses for Settlement Class Counsel, as approved by the Court.

Payments for claims will vary depending on a number of factors. Assuming that about half of the estimated 200,000 Class members submit timely claims (at a later date), and that the Court awards the attorneys' fees and costs as requested, the average claimant will receive about \$2,000 from these Settlements.

In addition, under the Settlement, the Universities have agreed to provide Plaintiffs with access to certain additional discovery as detailed in the Settlement Agreements.

For more information about the Settlement Agreements, please visit www.FinancialAidAntitrustSettlement.com.

Am I eligible to receive a payment from the Settlements?

You may be eligible to receive a payment if you are a U.S. citizen or permanent resident who has during the Class Period (a) enrolled in one or more of Defendants' full-time undergraduate programs, and (b) received at least some need-based financial aid from one or more Defendants, and (c) directly purchased from one or more Defendants tuition, fees, room, or board that was not fully covered by the combination of any types of financial aid or merit aid (not including loans) from one or more Defendants in any undergraduate year. The Class Period is defined as follows:

- For Chicago, Columbia, Cornell, Duke Georgetown, MIT, Northwestern, Notre Dame, Penn, Rice, Vanderbilt, Yale—from Fall Term 2003 through February 28, 2024.
- For Brown, Dartmouth, Emory—from Fall Term 2004 through February 28, 2024.
- For Caltech—from Fall Term 2019 through February 28, 2024.
- For Johns Hopkins—from Fall Term 2021 through February 28, 2024.

For more information, visit www.FinancialAidAntitrustSettlement.com.

How do I ask for money from these Settlements?

If you are a member of the Settlement Class, you must submit a valid and timely claim to get money from the Settlement Fund during a process that will begin several months from now. If the Court finally approves the Settlement, as part of the Court approved distribution and allocation process, the Claims Administrator will distribute to all Settlement Class members, who do not exclude themselves from the Settlement Class, and for which there are valid addresses, a Claim Form to complete. Members of the Settlement Class may also contact the Claims Administrator by phone at 1-833-585-3338, by email at

Info@FinancialAidAntitrustSettlement.com, or visit

www.FinancialAidAntitrustSettlement.com if they do not receive a Claim Form. The Claim Form will include the deadline for timely submission and instructions on how to submit or approve the Claim Form.

What are my other options?

If you **Do Nothing**, you will be legally bound by the terms of the Settlements, and you will release your claims against the Releasees. You may **Opt Out** of or **Object** to the Settlement by **May 13, 2024**. Please visit www.FinancialAidAntitrustSettlement.com for more information on how to Opt Out of or Object to the Settlements.

Do Settlement Class members have a lawyer in this case?

Yes. The Court appointed the following law firms to represent Settlement Class members: Freedman Normand Friedland LLP, Gilbert Litigators & Counselors, PC, and Berger Montague PC. These firms are called Settlement Class Counsel. They will be paid from the Settlement Fund upon making an application to the Court.

The Court's Fairness Hearing.

There will be a Fairness Hearing held telephonically on **Friday, July 19, 2024 at 1:00 pm CT** using call-in number 1-888-684-8852, access code 746-1053.

At the Fairness Hearing, the Court will consider whether the Settlements are fair, adequate, and reasonable and should be approved. The Court will also decide whether it should give its final approval of the Plaintiffs' requests for attorneys' fees and expenses, service awards to the Settlement Class Representatives, and other costs. The Court will also consider any objections and listen to members of the Settlement Class who have asked to speak at the Fairness Hearing.

This notice is only a summary.

For more information, including the full Notice and Settlement Agreements, visit

www.FinancialAidAntitrustSettlement.com, email

Info@FinancialAidAntitrustSettlement.com, or call 1-833-585-3338.

Media Contact:

Angeion Group

Shiri Lasman

(215) 563-4116

SOURCE Angeion Group

Exhibit D



Angel Group

Sponsored · 



Received financial aid in a full-time undergraduate program between 2003 and 2024? You could be eligible for payment.



FINANCIALAIDANTITRUSTSETTLEMENT.COM

Financial Aid Antitrust Settlement

Check if you are eligible

[Learn more](#)



Angeion Group

Sponsored ·



Received financial aid in a full-time undergraduate program between 2003 and 2024? You could be eligible for payment.



financialaidantitrustsettlemen...

**Financial Aid Antitrust
Settlement**

Learn more

Exhibit E



If you received financial aid while enrolled in a full-time undergraduate program between 2003 and 2024, you may be entitled to a cash payment in a class action settlement.

[LEARN MORE >>](#)



00125 Document #: 703-12 Filed: 05/28/24 Page 3 of 7 P

If you received financial aid while enrolled in a full-time undergraduate program between 2009 and 2024, you may be entitled to a cash payment

in a class action settlement.





If you received financial aid while enrolled in a full-time undergraduate program between 2003 and 2024, you may be entitled to a cash payment in a class action settlement.

[LEARN MORE >>](#)



If you received financial aid while enrolled in a full-time undergraduate program between 2003 and 2024, you may be entitled to a cash payment in a class action settlement.

[LEARN MORE >>](#)



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If you received financial aid while enrolled in a full-time undergraduate program between 2003 and 2024, you may be entitled to a cash payment in a class action settlement.

[LEARN MORE](#)

If you received financial aid while enrolled in a full-time undergraduate program between 2003 and 2024, you may be entitled to a cash payment in a class action settlement.

[LEARN MORE >>](#)

Exhibit F

If you are a member of the Settlement Class, you must submit a valid and timely claim to get money from the Settlement Fund. This is the only way to get money from the Settlements.

SUBMISSION DEADLINE:

[INSERT DATE]

PROOF OF CLAIM

On [DATE], the Court in this case granted final approval of settlements between Plaintiffs Andrew Corzo, Sia Henry, Alexander Leo-Guerra, Michael Maerlender, Brandon Piyevsky, Benjamin Shumate, Brittany Tatiana Weaver, and Cameron Williams (“Plaintiffs”) and the Settlement Class (defined below), on the one hand, and Defendants Brown University (“Brown”), University of Chicago (“Chicago”), The Trustees of Columbia University in the City of New York (“Columbia”), Trustees of Dartmouth College (“Dartmouth”), Duke University (“Duke”), Emory University (“Emory”), Northwestern University (“Northwestern”), William Marsh Rice University (“Rice”), Vanderbilt University (“Vanderbilt”), and Yale University (“Yale”) (together “Settling Defendants”), on the other. The settlement agreements are referred to herein as the “Settlements.” The Settlements are on behalf of a class of certain current and former students at seventeen universities (“Defendants” or “Defendant Universities”). The seventeen Defendants are the Settling Defendants plus the following schools: California Institute of Technology (“Caltech”), Cornell University (“Cornell”), Georgetown University (“Georgetown”, the Johns Hopkins University (“Johns Hopkins”), Massachusetts Institute of Technology (“MIT”), University of Notre Dame du Lac (“Notre Dame”), and the Trustees of the University of Pennsylvania (“Penn”).

The Settlement Class is defined as:

- a. All U.S. citizens or permanent residents who have during the Class Period (a) enrolled in one or more of Defendants’ full-time undergraduate programs, (b) received at least some need-based financial aid from one or more Defendants, *and* (c) whose tuition, fees, room, or board to attend one or more Defendants’ full-time undergraduate programs was not fully covered by the combination of any types of financial aid or merit aid (not including loans) in any undergraduate year.¹ The Class Period is defined as follows:
 - i. For Chicago, Columbia, Cornell, Duke, Georgetown, MIT, Northwestern, Notre Dame, Penn, Rice, Vanderbilt, Yale—from Fall Term 2003 through February 28, 2024.
 - ii. For Brown, Dartmouth, Emory—from Fall Term 2004 through February 28, 2024.
 - iii. For CalTech—from Fall Term 2019 through February 28, 2024.
 - iv. For Johns Hopkins—from Fall Term 2021 through February 28, 2024.
- b. **Excluded from the Class are:**
 - i. Any Officers² and/or Trustees of Defendants, or any current or former employees

¹ For the avoidance of doubt, the Class does not include those for whom the total cost of attendance, including tuition, fees, room, and board for each undergraduate academic year, was covered by any form of financial aid or merit aid (not including loans) from one or more Defendants.

² For the avoidance of doubt, the Columbia University “Officers” excluded from the Class are members of the Senior Administration of Columbia University, and do not include exempt employees of Columbia University who are referred to as officers.

- holding any of the following positions: Assistant or Associate Vice Presidents or Vice Provosts, Executive Directors, or Directors of Defendants’ Financial Aid and Admissions offices, or any Deans or Vice Deans, or any employees in Defendants’ in-house legal offices; and
- ii. the Judge presiding over this action, his or her law clerks, spouse, and any person within the third degree of relationship living in the Judge’s household and the spouse of such a person.

Plaintiffs allege an antitrust conspiracy involving all seventeen Defendants. Defendants deny the allegations and assert multiple defenses. The Court has not decided who is correct. Plaintiffs have resolved their claims with the Settling Defendants for aggregate cash payments totaling \$284,000,000.00 (the “Settlement Fund”), and certain other relief. The case continues against the non-settling Defendants. The Court appointed Angeion Group, LLC (“Angeion”) as the Claims Administrator. If Angeion was provided your contact information from one or more of the Defendant(s), Angeion would have previously emailed or mailed a notice to you indicating how you could access the long form notice of the Settlements (“Settlement Notice”). The long form notice is available at www.financialaidantitrustsettlement.com. The Settlement Notice summarizes both the litigation and the terms of the Settlements. The purpose of this Proof of Claim or “Claim Form” is to ensure that members of the Settlement Class can participate in the distribution of the \$284 million Settlement Fund, less attorneys’ fees, expenses, administration costs, service awards approved by the Court, and any taxes owed (“Net Settlement Fund”).

The Settlement Administrator, Angeion, in conjunction with Plaintiffs’ economic expert retained to assist with the allocation process, EconOne, will determine the payment amount for each Settlement Class member who submits a Claim Form (“Claimant”). Each Claimant’s pro rata share of the Net Settlement Fund will be computed based on the formula set forth in the Revised Plan of Allocation (posted on the Important Documents page of the Settlement website) and that the process will be consistent with the Allocation Plan Process (posted on the Important Documents page of the Settlement website). In short, each Claimant’s share will be determined based on (1) the average “Net Price”—the price of tuition, fees, room, and board minus all need-based and other forms of aid (excluding loans)—charged by the Defendant University (or Defendant Universities) the Claimant attended during the years (or fractions of years) the Claimant attended during the Class Period, and (2) the total number of Claimants who submit timely and valid Claim Forms.

Each Claimant must provide proof that he or she is a member of the Settlement Class in order to receive a payment from the Net Settlement Fund.

PART 1: CLAIMANT IDENTIFICATION

Notice ID # (If you received Notice of the Settlements via mail or email, please enter your Notice ID. If you did not receive a Notice, leave blank):

First Name:

Last Name:

Street 1:

Street 2:

City:

State:

Zip Code:

Country:

Phone Number:

Email Address:

Confirm Email Address:

Check this box if you had a different First Name or Last Name while attending a Defendant University. (If checked, the following fields appear)

Previous First Name: _____

Previous Last Name: _____

PART 2: SETTLEMENT CLASS MEMBERSHIP

2A: Check which Defendant University or Universities you attended at any point during the Class Period for that Defendant or those Defendants. For reference, the Class Period for each Defendant University is defined below (check all that apply):

- i. For Chicago, Columbia, Cornell, Duke, Georgetown, MIT, Northwestern, Notre Dame, Penn, Rice, Vanderbilt, Yale—from Fall Term 2003 through February 28, 2024.
- ii. For Brown, Dartmouth, Emory—from Fall Term 2004 through February 28, 2024.
- iii. For CalTech—from Fall Term 2019 through February 28, 2024.
- iv. For Johns Hopkins—from Fall Term 2021 through February 28, 2024.

- Brown University
- California Institute of Technology
- University of Chicago
- Columbia University
- Cornell University
- Dartmouth College
- Duke University
- Emory University
- Georgetown University

- Johns Hopkins University
- Massachusetts Institute of Technology
- Northwestern University
- University of Notre Dame
- University of Pennsylvania
- Rice University
- Vanderbilt University
- Yale University

2B: For any point during the Class Period, did you receive need-based grants or scholarships from any of the Defendant University(ies) you attended?

- Yes
- No
- Other (explain)

2C: When you received need-based grants or scholarships from a Defendant University or Universities, were all of your costs for tuition, fees, room, and board covered by grants and/or scholarships?

- Yes, for all of the terms I attended the Defendant University(ies)
- Yes, for some (but not all) of the terms I attended Defendant University(ies)
- No
- Other (explain)

2D: For all of the terms in which you attended a Defendant University, received need-based grants or scholarships, and your grants and/or scholarships did not cover the total cost of tuition, fees, room, and board, were you a U.S. citizen or permanent resident?

- Yes, for all of the terms I attended the Defendant University(ies)
- Yes, for some (but not all) of the terms I attended Defendant University(ies)
- No
- Other (explain)

2E: If you were a U.S. citizen or permanent resident for all or some of the terms in which you received need-based grants and/or scholarships, and your grants and/or scholarships did not cover the total cost of tuition, fees, room, and board, please state which term(s) in which **all of the following** apply: (1) you were a U.S. citizen or permanent resident, (2) you were receiving need-based financial aid, ***and*** (3) where your scholarships and grants did not cover the total cost of tuition, fees, room, and board. For example, Cornell – Fall Semester 2020, Spring Semester, 2021; Dartmouth – Fall Quarter 2021, Spring Quarter 2022.

(Please select all years and terms in which *all of the above* apply.)

• **Select University** (drop-down) • **Select Year** (drop-down) • **Select Academic Term** (drop-down)

Click to Add Another Row

Drop-down options for the above will show as below:

• **Select University** (drop-down)

- Brown University
- California Institute of Technology
- University of Chicago
- Columbia University
- Cornell University
- Dartmouth College
- Duke University
- Emory University
- Georgetown University
- Johns Hopkins University
- Massachusetts Institute of Technology
- Northwestern University
- University of Notre Dame
- University of Pennsylvania
- Rice University
- Vanderbilt University
- Yale University

• **Select Academic Term** (drop-down)

- Fall Semester
- Spring Semester
- Fall Trimester
- Winter Trimester
- Spring Trimester
- Fall Quarter
- Winter Quarter
- Spring Quarter
- Summer Quarter

• **Select Year** (drop-down)

- 2003
- 2004
- 2005
- 2006
- 2007
- 2008

- 2009
- 2010
- 2011
- 2012
- 2013
- 2014
- 2015
- 2016
- 2017
- 2018
- 2019
- 2020
- 2021
- 2022
- 2023
- 2024

2F: Are you an officer or trustee at a Defendant University? For the avoidance of doubt, the Columbia University “Officers” excluded from the Class are members of the Senior Administration of Columbia University, and do not include exempt employees of Columbia University who are referred to as officers.

- Yes
- No

2G: Are you, or were you ever, an employee holding any of the following titles at a Defendant University: Assistant or Associate Vice Presidents or Vice Provosts, Executive Directors, or Directors of Defendants’ Financial Aid and Admissions offices, or any Deans or Vice Deans, or any employees in Defendants’ in-house legal offices?

- Yes
- No

2H: Are you a law clerk of a law clerk to the Judge presiding over this lawsuit, Judge Matthew F. Kennelly?

- Yes
- No

2I: Are you a relative or spouse of a relative of Judge Matthew F. Kennelly within the third degree of relationship and residing in the same household of the Judge?

- Yes
- No

PART 3: VERIFICATION

Please upload **one or more** forms of proof of Settlement Class Membership supporting that you attended one or more Defendant Universities during the Class Period:

Examples of acceptable proof of Settlement Class Membership may include: (1) a transcript showing your attendance at a Defendant University during the Class Period; (2) a diploma showing your graduation from a Defendant University during the Class Period; (3) a copy of a student ID with a date indicating it was issued during the Class Period; (4) a receipt of payment of tuition, room, board, and/or fees to a Defendant

University during the Class Period; or (5) your financial aid award letter from a Defendant University during the Class Period.

For reference, the Class Period for each Defendant University is defined below (check all that apply):

- i. For Chicago, Columbia, Cornell, Duke, Georgetown, MIT, Northwestern, Notre Dame, Penn, Rice, Vanderbilt, Yale—from Fall Term 2003 through February 28, 2024.
- ii. For Brown, Dartmouth, Emory—from Fall Term 2004 through February 28, 2024.
- iii. For CalTech—from Fall Term 2019 through February 28, 2024.
- iv. For Johns Hopkins—from Fall Term 2021 through February 28, 2024.

The Claims Administrator may request additional documentation from any Settlement Class Member to confirm membership.

UPLOAD SUPPORTING DOCUMENTATION

Select File for Upload: Choose File

File Description:

Add File

PART 4: PAYMENT SELECTION

Please select from **one** of the following payment options:

Payment Widget

PART 5: ATTESTATION UNDER PENALTY OF PERJURY

By signing below, you are further verifying under penalty of perjury that the information provided in this proof of claim is accurate and complete.

By signing, you submit to the jurisdiction of the Court with respect to your claim and you acknowledge that you shall be deemed to have, by the [DATE] Order Granting Final Judgment and Order of Dismissal, Approving Settlements with Defendants Brown University, University of Chicago, The Trustees of Columbia University in the City of New York, Trustees of Dartmouth College, Duke University, Emory University, Northwestern University, William Marsh Rice University, Vanderbilt University, and Yale University, and Granting Settlement Class Counsel's Motion for Service Awards for the Class Representatives, Reimbursement of Expenses, and Attorneys' Fees ("Final Approval and Judgment Order") fully, finally, and forever waived, released, relinquished, and discharged all Released Claims against the Released Parties, as defined in Paragraph 19 of the Final Approval and Judgment Order, and in the Settlement Agreements, all of which are posted on the Settlement Website, shall be forever enjoined from prosecuting in any forum any Released Claims against any of the Releasees, and agree and covenant not to sue any of the Releasees on the basis of any Released Claims.

I declare, under penalty of perjury, under the laws of the United States of America that the foregoing information provided by the undersigned is true and correct and that this proof of claim was executed as follows:

(Signature)

At: _____
(City) (State/Country)

Date: Autopopulates

YOU MUST SUBMIT THIS CLAIM FORM BY [DATE].

PLEASE DIRECT ANY QUESTIONS ABOUT THIS CLAIM FORM TO THE SETTLEMENT ADMINISTRATOR BY DOING ONE OF THE FOLLOWING:

- **Emailing: Info@FinancialAidAntitrustSettlement.com**
- **Calling the toll-free number, 1-(833) 585-3338**
- **Writing to: Financial Aid Antitrust Settlement, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103**

ACCURATE PROCESSING OF CLAIMS MAY TAKE SIGNIFICANT TIME.

THANK YOU IN ADVANCE FOR YOUR PATIENCE.

Exhibit G



**Henry, et al. v. Brown University, et al.
Request for Exclusion**

First Name	Last Name
1 GABRIELA	SOMMER
2 ENA	CORREA
3 ALEX	STREETER
4 COREY	OSES
5 APRIL	WANG
6 ONKUR	SEN
7 KATE	SPILLANE
8 KHIA	HOLLYER
9 YOOKIEONG	OH
10 JUSTIN	LEWIS
11 SLOAN W	KANASKI
12 HONGBO	SONG
13 GERMAN	RAMIREZ DE ARELLANO (LATE POSTMARK)
14 KYLEE L	KAZENSKI (POSTMARK ILLEGIBLE/FILED - ECF #692)

Exhibit H

Statement of Objection – Lucas Martin

- (1) Case Name: *Henry, et al. v. Brown University, et al.*, Case No. 1:22-cv-00125
- (2) Name: Lucas Martin, residing at
- (3) Proof of Class Membership: I was an undergraduate student at Columbia University from Fall 2004 to Spring 2008. See attached statement of charges from Columbia University (Fall 2004 and Spring 2005 statements were not available on Columbia's student portal).
- (4) Statement of Objection:

I have two independent objections to the proposed Settlements and Plan of Allocation:

First Objection: The proposed settlement amount is inadequate and unfair as it represents a mere rounding error compared to the Net Price charged by the University. In my case, the Net Price I paid exceeded \$104,000 for my four years of undergraduate studies (I could not access my statement of charges for my first year, but I am approximating the Net Price with the student loans taken out by me and my parents to pay for my undergraduate costs).

The Settlement amount, if divided equally among eligible members of the Class, would be approximately \$1,000 per person (and likely even less for older Class members, as detailed in the Second Objection). \$1,000 per person would amount to less than 1% of the Net Price that I paid. If the alleged wrongdoing perpetrated by the universities is remotely close to true, then it is unimaginable that the effect would be so small as to affect the Net Price by less than 1%.

Second Objection: The Plan of Allocation unfairly benefits younger members of the Class at the expense of older members of the Class. Because the cost of attending universities has grown significantly over the years, the proposed method of allocation (a pro-rata approach proportional to the net price charged by each university in each year) would result in younger Class members generally receiving larger settlements than older Class members.

This approach unfairly ignores the time value of money. The vast majority of financial aid recipients, or their families, took out student loans to finance their education. As a result, they were charged interest on the alleged over-payment of tuition. They were likewise prevented from saving and investing that money. Moreover, the over-payment had the result of increasing the endowments of the University (since higher tuition payments would reduce the amount of endowment funds needed to finance the university's costs). The over-payment amounts would have been invested over the years as part of the endowment, accumulating significant returns to the University.

Proposed Solution: I propose that the Net Price for each year be adjusted to reflect the passage of time and the returns of the endowment. At a minimum, I believe that that Net Price should be adjusted by the rate of inflation on tuition as measured by the Bureau of Labor Statistics (specifically, by the "College tuition and fees in U.S. city average, all urban consumers, not seasonally adjusted" index). However, I think that the most equitable approach would be to adjust the Net Price by the total returns of the university endowments since the relevant year of attendance. If it is not practicable to obtain information on the endowment returns, an acceptable proxy would be the total returns of the S&P 500 Index.

- (5) I do not intend to appear at the Fairness Hearing.

Student Services Online

► Financial Aid - Loan History

Lucas Calado Martin

Identifiers

Spring 2017 Registration

Email: Standing: PROFESSIONAL FIRST YEAR
 UNI: School: SCHOOL OF INTERNATIONAL AND PUBLIC AFFAIRS
 PID: Affiliation: ECONOMIC POLICY MANAGEMENT (PEPM/MPA)

Federal Perkins Loan while enrolled at COLUMBIA COLLEGE

Year	Loan Amount	Interest Rate	Monthly Payment	Lender
2005-2006	\$4,000.00	5.00 %		
2006-2007	\$4,000.00	5.00 %		
2007-2008	\$4,000.00	5.00 %		
Total	<u>\$12,000.00</u>		<u>127.27</u>	

Federal PLUS Loan while enrolled at COLUMBIA COLLEGE

Year	Loan Amount	Interest Rate	Monthly Payment	Lender
2004-2005	\$33,881.00	10.00%*		
2005-2006	\$5,618.00	10.00%*		
2006-2007	\$12,000.00	10.00%*		
2007-2008	\$24,937.00	10.00%*		
Total	<u>\$76,436.00</u>		<u>1,010.10</u>	

Federal Stafford Loan while enrolled at COLUMBIA COLLEGE

Year	Loan Amount	Interest Rate	Monthly Payment	Lender
2004-2005	\$2,475.00	8.25 %		Citibank
2005-2006	\$3,500.00	8.25 %		Citibank
2006-2007	\$4,680.00	8.25 %		Citibank
2007-2008	\$5,500.00	8.25 %		Citibank
Total	<u>\$16,155.00</u>		<u>198.14</u>	

Wells Fargo Graduate Loan while enrolled at SCH. OF INTL. & PUBLIC AFFAIRS

Year	Loan Amount	Interest Rate	Monthly Payment	Lender
2016-2017	\$83,951.00	10.00%*		Wells Fargo - Great Lakes Higher Ed
Total	<u>\$83,951.00</u>		<u>1,109.41</u>	

TOTAL LOANS **\$188,542.00** **\$2,444.94**

This estimated monthly payment amount is based on a loan term of up to 10 years. Depending on the amount and type of your loan, the term may be shorter or longer than 10 years (some loans have extended repayment options). These amounts are meant to be used as guidelines only. Please check with your lender(s) for more information on payment schedules.

* An asterisk next to the interest rate indicates that it is a system-defaulted rate. You should contact your lender(s) for exact rates.

Note: Federal Stafford Loans borrowed between 7/1/94-6/30/06 have a variable interest rate, with a cap of 8.25%. The maximum possible interest rate is reflected here.

Student Services Online

▶ Account Detail

Lucas Calado Martin

Identifiers

Spring 2017 Registration

Email:	Standing:	PROFESSIONAL FIRST YEAR
UNI:	School:	SCHOOL OF INTERNATIONAL AND PUBLIC AFFAIRS
PID:	Affiliation:	ECONOMIC POLICY MANAGEMENT (PEPM/MPA)

Below is the most up-to-date detail of your Student Account, reflecting all charges and credits made as of Apr. 23, 2024 at 06:29am.

[View Student Account Terms and Definitions](#)

BALANCE PRIOR TO FALL 2005 TERM

This amount represents your balance prior to the Fall 2005 term. This amount is included in the **Current Balance** below.

NET TOTAL PRIOR BALANCE	\$0.00
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CHARGES AND CREDITS

This summary lists the transactions that have been applied to your account for the Fall 2005 term.

Date and Description	Charges	Credits(CR)
10/25/2005 Student Refund Direct Deposit	\$1,767.23	
07/20/2005 Health and Related Svcs MORN	\$329.00	
07/20/2005 Student Life Fee	\$332.00	
07/20/2005 Tuition Columbia College	\$15,962.00	
04/05/2005 Ruggles Single	\$3,378.00	
10/21/2005 Federal Perkins Loan		\$2,000.00

09/21/2005	Federal Stafford EFT/Sal Mae	\$1,697.50
09/15/2005	Columbia University Grant	\$15,346.00
09/14/2005	Federal PLUS Loan EFT/Sal Mae	\$2,724.73
NET TOTAL CHARGES AND CREDITS		\$0.00

BALANCE AT END OF FALL 2005 TERM

This balance represents the total of all activity including the Fall 2005 term. The amount will be carried forward onto your next term statement.

TOTAL BALANCE AT END OF FALL 2005 TERM \$0.00

Information regarding tuition, fees and other charges is available in the [Guide to Fees and Payments](#) and information regarding Columbia's comprehensive financing programs are available through [Financing a Columbia Education](#).

If you have any questions about your account, please contact Student Financial Services on the Morningside Campus at (212) 854-4400 or on the Medical Center Campus at (212) 342-4790.

This information was last updated on Apr. 23, 2024 at 06:29am.

Student Services Online

▶ Account Detail

Lucas Calado Martin

Identifiers

Spring 2017 Registration

Email:

Standing: PROFESSIONAL FIRST YEAR

UNI:

School: SCHOOL OF INTERNATIONAL AND PUBLIC AFFAIRS

PID:

Affiliation: ECONOMIC POLICY MANAGEMENT (PEPM/MPA)

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BALANCE PRIOR TO SPRING 2006 TERM

This amount represents your balance prior to the Spring 2006 term. This amount is included in the **Current Balance** below.

NET TOTAL PRIOR BALANCE \$0.00

CHARGES AND CREDITS

This summary lists the transactions that have been applied to your account for the Spring 2006 term.

Date and Description	Charges	Credits(CR)
02/01/2006 Student Refund Direct Deposit	\$1,751.23	
12/02/2005 Health and Related Svcs MORN	\$329.00	
12/02/2005 Language Resource Center Fee	\$15.00	
12/02/2005 Student Life Fee	\$332.00	
12/02/2005 Tuition Columbia College	\$15,962.00	
04/05/2005 Ruggles Single	\$3,378.00	

01/26/2006	Columbia University Grant	\$15,345.00
01/26/2006	Federal Perkins Loan	\$2,000.00
01/25/2006	Federal Stafford EFT/Sal Mae	\$1,697.50
01/25/2006	Federal PLUS Loan EFT/Sal Mae	\$2,724.73
NET TOTAL CHARGES AND CREDITS		\$0.00

BALANCE AT END OF SPRING 2006 TERM

This balance represents the total of all activity including the Spring 2006 term. The amount will be carried forward onto your next term statement.

TOTAL BALANCE AT END OF SPRING 2006 TERM \$0.00

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BALANCE PRIOR TO FALL 2006 TERM

This amount represents your balance prior to the Fall 2006 term. This amount is included in the **Current Balance** below.

NET TOTAL PRIOR BALANCE	\$0.00
-------------------------	--------

CHARGES AND CREDITS

This summary lists the transactions that have been applied to your account for the Fall 2006 term.

Date and Description	Charges	Credits(CR)
10/05/2006 Student Refund Direct Deposit	\$1,879.00	
08/08/2006 Health and Related Svcs MORN	\$356.00	
08/08/2006 Student Life Fee	\$394.00	
08/08/2006 Tuition Columbia College	\$16,832.00	
04/24/2006 Schapiro Single	\$2,820.00	
09/20/2006 Federal Stafford EFT/ELM NDN		\$2,340.00

09/20/2006	Federal PLUS Loan EFT/ELM NDN	\$5,820.00
09/15/2006	Columbia University Grant	\$12,121.00
09/15/2006	Federal Perkins Loan	\$2,000.00
NET TOTAL CHARGES AND CREDITS		\$0.00

BALANCE AT END OF FALL 2006 TERM

This balance represents the total of all activity including the Fall 2006 term. The amount will be carried forward onto your next term statement.

TOTAL BALANCE AT END OF FALL 2006 TERM \$0.00

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Lucas Calado Martin

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BALANCE PRIOR TO SPRING 2007 TERM

This amount represents your balance prior to the Spring 2007 term. This amount is included in the **Current Balance** below.

NET TOTAL PRIOR BALANCE	\$0.00
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CHARGES AND CREDITS

This summary lists the transactions that have been applied to your account for the Spring 2007 term.

Date and Description	Charges	Credits(CR)
12/21/2006 Student Refund Direct Deposit	\$6,898.00	
12/09/2006 Tuition CC Abroad/Off-Campus	\$16,832.00	
01/31/2007 Federal Stafford EFT/ELM NDN		\$2,340.00
01/31/2007 Federal PLUS Loan EFT/ELM NDN		\$5,820.00
01/27/2007 Columbia University Grant		\$13,570.00
01/27/2007 Federal Perkins Loan		\$2,000.00

NET TOTAL CHARGES AND CREDITS **\$0.00**

BALANCE AT END OF SPRING 2007 TERM

This balance represents the total of all activity including the Spring 2007 term. The amount will be carried forward onto your next term statement.

TOTAL BALANCE AT END OF SPRING 2007 TERM **\$0.00**

Information regarding tuition, fees and other charges is available in the [Guide to Fees and Payments](#) and information regarding Columbia's comprehensive financing programs are available through [Financing a Columbia Education](#).

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Student Services Online

▶ Account Detail

Lucas Calado Martin

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BALANCE PRIOR TO FALL 2007 TERM

This amount represents your balance prior to the Fall 2007 term. This amount is included in the **Current Balance** below.

NET TOTAL PRIOR BALANCE	\$0.00
-------------------------	--------

CHARGES AND CREDITS

This summary lists the transactions that have been applied to your account for the Fall 2007 term.

Date and Description	Charges	Credits(CR)
12/22/2007 Student Refund Direct Deposit	\$2,216.96	
09/13/2007 Dining Dollars	\$50.00	
08/09/2007 Health and Related Svcs MORN	\$387.00	
08/09/2007 Student Life Fee	\$467.00	
08/09/2007 Tuition Columbia College	\$17,758.00	
04/09/2007 East Campus Single	\$3,592.00	

12/14/2007	Federal PLUS Loan EFT/ELM NDN	\$1,624.75
09/22/2007	Federal Perkins Loan	\$2,000.00
09/19/2007	Federal Stafford EFT/ELM NDN	\$2,750.00
09/19/2007	Federal PLUS Loan EFT/ELM NDN	\$10,469.21
09/13/2007	Columbia University Grant	\$7,627.00
NET TOTAL CHARGES AND CREDITS		\$0.00

BALANCE AT END OF FALL 2007 TERM

This balance represents the total of all activity including the Fall 2007 term. The amount will be carried forward onto your next term statement.

TOTAL BALANCE AT END OF FALL 2007 TERM	\$0.00
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PID:	Affiliation:	ECONOMIC POLICY MANAGEMENT (PEPM/MPA)

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[View Student Account Terms and Definitions](#)

BALANCE PRIOR TO SPRING 2008 TERM

This amount represents your balance prior to the Spring 2008 term. This amount is included in the **Current Balance** below.

NET TOTAL PRIOR BALANCE	\$0.00
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CHARGES AND CREDITS

This summary lists the transactions that have been applied to your account for the Spring 2008 term.

Date and Description	Charges	Credits(CR)
02/07/2008 Student Refund Direct Deposit	\$2,254.43	
12/13/2007 Health and Related Svcs MORN	\$387.00	
12/13/2007 Physical Education Course Fee	\$12.50	
12/13/2007 Student Life Fee	\$467.00	
12/13/2007 Tuition Columbia College	\$17,758.00	
04/09/2007 East Campus Single	\$3,592.00	

02/06/2008	Federal Stafford EFT/ELM NDN	\$2,750.00
02/06/2008	Federal PLUS Loan EFT/ELM NDN	\$12,094.93
02/01/2008	Columbia University Grant	\$7,626.00
02/01/2008	Federal Perkins Loan	\$2,000.00
NET TOTAL CHARGES AND CREDITS		\$0.00

BALANCE AT END OF SPRING 2008 TERM

This balance represents the total of all activity including the Spring 2008 term. The amount will be carried forward onto your next term statement.

TOTAL BALANCE AT END OF SPRING 2008 TERM	\$0.00
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This information was last updated on Apr. 23, 2024 at 06:29am.

LUCAS MARTIN

RECEIVED

MAY 22 2024

Group
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FINANCIAL AID ANTI TRUST SETTLEMENTS

ATTN: OBJECTIONS

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PHILADELPHIA PA 19102-8220

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