

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ARTHUR BAGDASARYAN, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

WOODBURY UNIVERSITY, a California
corporation; and DOES 1 through 100 inclusive,

Defendant.

CASE NO: 20STCV25666

[Assigned for all purposes to the Hon. Lawrence P.
Riff, Dept. SS7]

**NOTICE OF PENDENCY OF CLASS
ACTION SETTLEMENT AND FINAL
HEARING**

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT.

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

- You have received this Notice because we believe you are a class member who may be entitled to money from a proposed class action settlement (“Settlement”).
- This Settlement describes the proposed settlement of the above-referenced lawsuit, which will provide \$298,833.00 (“Gross Settlement Amount”) in exchange for the release of claims that involve all undergraduate and graduate students who paid or were obligated to pay tuition, fees, or others costs to attend in-person classes at either Woodbury University campus (i.e., either the Burbank, California campus or San Diego, California campus), excluding both (a) students that did not pay any tuition or fees (other than parking fees) and (b) faculty members, staff, and their respective dependents, during the Class Period beginning four years prior to date of the filing of the Complaint, i.e., March 13, 2020 through May 16, 2020 (i.e., Woodbury’s Spring 2020 semester when in-person learning was not available) (“Settlement Class Members”).
- **Your legal rights may be affected whether you act or do not act. Read this Notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Participate in the Settlement - Do Nothing. (Set Up Electronic Payment for Fastest Payment Option by December 31, 2024)	If you wish to remain as a Settlement Class Member, be bound by the Settlement, and receive your Individual Settlement Payment, then you do not need to do anything, but for the fastest payment option, set up your electronic payment on the Settlement Administrator’s website specified at the end of this notice.
Exclude Yourself (No Later than September 16, 2024)	If you wish to exclude yourself from the Settlement, you will not be paid an Individual Class Settlement Payment. You will not be bound by the Class Release as discussed in more detail in this Notice. You cannot object to the Settlement.
Object (No Later than September 16, 2024)	If you wish to object to the Settlement, you must follow the instructions in this Notice. If you object, you will still be bound by the terms of the Settlement and receive your Individual Settlement Payment, regardless of how the Court rules on your objection.

WHAT IS THIS LAWSUIT ABOUT?

On July 6, 2020, Plaintiff Arthur Bagdasaryan (“Plaintiff”), a former student at Woodbury University (“Woodbury”), filed a class action (“Action”) against Woodbury for various causes of action. The operative First Amended Complaint alleges causes of action for: (1) Breach of Contract; (2) Unjust Enrichment; and (3) Violation of California's Unfair Competition Law (“UCL”), Business and Professions Code §§ 17200, *et seq.*

More specifically, this suit alleged damages related to Woodbury transitioning in-person instruction and a physical campus to purely an online remote format in the Spring 2020 semester because of the Covid-19 pandemic.

Woodbury denies any liability or wrongdoing of any kind associated with the claims alleged in this Action. Woodbury contends, among other things, that it complied at all times with California law and acted in good faith to protect the health of its students, faculty and staff.

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

Plaintiff filed a putative class action asserting certain claims against Woodbury. Woodbury denies any and all liability or wrongdoing. The Court did not decide in favor of Plaintiff or Woodbury. There was no trial, nor has the Court made any rulings regarding the merits of the case.

Rather, after engaging in a private mediation before an experienced mediator, in which both sides recognized the substantial costs, risks, and uncertainty if this Action were to continue, Plaintiff and Woodbury agreed on a class Settlement and Release of Claims that was preliminary approved by the Court on July 1, 2024. Plaintiff and Woodbury believe that the Settlement is fair, reasonable and adequate and in the best interests of all Settlement Class Members.

By agreeing to settle, Woodbury is not admitting it has any liability on any of the factual allegations or claims in this Action, or that the Action can or should proceed as a class action.

B. Who is included in the Settlement Class?

The Settlement Class Members are comprised of:

- “Class Members”: defined as all undergraduate and graduate students who paid or were obligated to pay tuition, fees, or others costs to attend in-person classes at either Woodbury University campus (i.e., either the Burbank, California campus or San Diego, California campus), excluding both (a) students that did not pay any tuition or fees (other than parking fees) and (b) faculty members, staff, and their respective dependents, from March 13, 2020 through May 16, 2020 (i.e., Woodbury’s Spring 2020 semester when in-person learning was not available).

C. What does the Settlement provide?

Defendant will pay \$298,833.00 to settle the class claims. The following sums will be paid from the Gross Settlement Amount, subject to Court approval:

- (1) Class Counsel Award: Class Counsel will request from the Court an award of attorneys’ fees not to exceed \$99,611.00, as well as a reimbursement of Class Counsels’ documented litigation costs in an amount not to exceed \$15,000;

- (2) Class Representative Enhancement Award: Class Counsel will request from the Court an award not to exceed \$3,000 to the Class Representative in recognition for his service in the Action;
- (3) Plaintiff's General Release Payment: Class Counsel will request from the Court an award not to exceed \$2,000 to Plaintiff in recognition for the general release of claims Plaintiff is agreeing to in this Action;
- (4) Settlement Administration Costs: Payment to the Settlement Administrator, not to exceed \$16,000, which pays for tasks such as mailing and tracking this Notice, processing objections and exclusions, sending electronic payments and mailing checks and tax forms, and reporting to the Parties and the Court.

These payments are subject to Court approval. The money remaining in the Gross Settlement Amount after these payments is the "Net Settlement Amount."

The Net Settlement Amount shall be distributed to Settlement Class Members as follows: "Individual Class Settlement Payments" are the amounts payable to the Settlement Class Members who do not submit a valid and timely Request for Exclusion.

The Net Settlement Amount shall be allocated to "Individual Class Settlement Payments," in which 100% of these payments shall be allocated to restitution. Each Individual Class Settlement Payment will not be reduced by any tax deductions, so please consult a tax specialist.

D. What are you giving up to receive a payment or stay in the Class?

If the proposed Settlement is approved by the Court, a judgment will be entered such that each Settlement Class Member who has not submitted a timely and valid Request for Exclusion will release and discharge the "Released Parties" from all "Released Claims" upon full funding of the Gross Settlement Amount.

"Released Parties" means Woodbury University as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employees, agents, consultants, independent contractors, insurers, including without limitation employees of the foregoing, directors, trustees, board members, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, corporations, and all third party service providers or entities identified as Woodbury University's agents and/or independent contractors in this Action.

"Class Release" and "Released Claims" mean all claims, rights, demands, liabilities, and causes of action, whether statutory, in tort, contract or otherwise, alleged in the any of Plaintiff's complaints in this Action or that could have been reasonably alleged based on the facts pleaded by Plaintiff or any other Participating Class Member in the Action, arising during the Class Period from March 13, 2020 through May 16, 2020 (i.e., Woodbury's Spring 2020 semester when in-person learning was not available), including but not limited to any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts, agreements, extra contractual claims, unfair or unlawful business practices in violation of California Business and Professions Code § 17200, et seq., damages, whether general, specific, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding Woodbury University's actions, inactions and/or decisions with respect to COVID-19 policies and procedures for the Spring 2020 Semester, including but not limited to transitioning from in-person instruction and other in-person services or opportunities of any kind or nature (e.g., educational, recreational, employment, extracurricular, etc.) to a remote format during the Spring 2020 Semester, including but not limited to all claims that were brought or could have been brought in the Action by any of the Releasing Parties relating to any and all of the Released Parties. "Class Release" and "Released

Claims” also means and includes any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys’ fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Settlement Class.

E. How is my share of the Settlement calculated?

Each Settlement Class Member who does not opt out of the Settlement shall receive an Individual Settlement Payment, which shall be calculated as follows:

The Settlement Administrator shall calculate the value of each Settlement Class Member’s Individual Settlement Payment and each Participating Class Member’s Individual Settlement Payment. Individual Settlement Payments shall be distributed to Class members based on class level (undergraduate or graduate) and status (full-time or part-time). That is, each participating Class member will receive a pro rata cash award from the Net Settlement Amount (“NSA”). The pro rata cash award, or Individual Settlement Payment, will be calculated and distributed based on their class position. The four class positions are (i) full-time undergraduate Class members, (ii) part-time undergraduate Class members, (iii) full-time graduate Class members, and (iv) part-time graduate Class members. The NSA shall be divided among the class positions as follows: (i) Full-time undergraduate Class members shall receive 92.00% of the NSA, (ii) Part-time undergraduate Class members shall receive 2.35% of the NSA, (iii) Full-time graduate Class members shall receive 5.5% of the NSA, and (iv) Part-time graduate Class members shall receive 0.15% of the NSA. These respective allocations shall be divided up equally among members based on their class position. For instance and hypothetically, 92% of the estimated NSA of \$179,222.22 is \$164,884.44, which shall then be divided up equally among the estimated 991 full-time undergraduate Class members, yielding 991 payments of \$166.38 to each full-time undergraduate Class member, assuming none opts out of the settlement. In the event a Class member designated as either a part-time undergraduate Class member, full-time graduate Class member, or part-time graduate Class member opts out of the settlement, the value of his or her share shall shift upwards to the class position ranked one level above.

According to the records of Woodbury, your Class Position during the Class Period is: March 13, 2020 through May 16, 2020. Based on this designation, your estimated Individual Payment Amount is [_____]. This amount is subject to change based on the final ruling of the Court and the number of Settlement Class Members who request to be excluded from the Settlement.

Please be advised that the Class Position listed above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the designated Class Position listed above, please submit an explanation and evidence to the Settlement Administrator no later than **September 16, 2024**. In the event of a dispute about the correct Class Position, the Settlement Administrator will resolve the challenge and will make a final and binding determination without hearing or right of appeal by you.

THE SETTLEMENT HEARING

The Court will conduct a Final Fairness Hearing regarding the proposed settlement on **December 2, 2024**, at **11:00 a.m.**, before Judge Lawrence P. Riff in Department SS7 of the Los Angeles Superior Court, Central District located in the United States Courthouse at 312 North Spring Street, Los Angeles, CA 90012. Directions to this courthouse are accessible from the court’s website at <https://www.lacourt.org/Courthouse/info/SS>.

At the Final Fairness Hearing, the Court will determine: (i) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (ii) whether the Settlement Class Members should be bound by the terms of the settlement; (iii) the amount of the attorneys’ fees and costs to be awarded to Class Counsel; (v) the amount that should be awarded to Plaintiff as a service payment, (vi) the amount awarded to the Settlement Administrator, and (vii) the amount payable to the Labor and Workforce Development Agency. At the Final Settlement Hearing, the Court may hear all properly submitted objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you at your own cost, or to enter an appearance and represent yourself, but Class Counsel will not represent you with respect to any objections to the

Settlement. If you would like to attend this hearing, you may attend by audio, video, or in person. If you attend in person, you must wear facial coverings over your mouth and nose while in the courthouse. Paper, disposable masks will be provided to persons who do not have one and who request to enter the courthouse. ADA exceptions may apply. To observe social distancing and remind court users and employees to remain at least six feet apart, signs are posted throughout the courthouse, including elevator landings, benches, and other areas where lines are likely to form. For more information, please see <https://www.lacourt.org/newsmedia/ui/hereforyousafeforyouvideo.htm>, as well as Los Angeles Superior Court's Twitter page [@LASuperior Court], <https://twitter.com/lasuperiorcourt>.

WHAT ARE YOUR OPTIONS?

- **OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT**

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY BE DISTRIBUTED YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If your address changes, you must update your address with the Settlement Administrator. If you disagree with the designated Class Position, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than **September 16, 2024**. The Settlement Administrator's website and address are provided at the end of this Notice.

- **OPTION 2 – EXCLUDE YOURSELF FROM THE SETTLEMENT**

You have a right to exclude yourself ("opt out") from the Settlement Class by submitting a written Request for Exclusion, but if you choose to do so, you will not receive any benefits from the proposed settlement, and you will not be bound by the Released Claims. The written Request for Exclusion must be postmarked no later than September 16, **2024** and: (1) must contain the name, address, telephone number and the last four digits of the Social Security number and/or the Student ID number of the person requesting exclusion, (2) must be signed by the Settlement Class Member; (3) must be postmarked by **September 16, 2024** and returned to the Settlement Administrator at the specified address; and (4) must describe the Settlement Class Member's intent to request exclusion, opt out, or words to that effect. If a signed request for exclusion is not timely submitted stating the name and address of the Settlement Class Member, it will not be deemed valid for exclusion from this Settlement. The date of the postmark on the return mailing envelope of the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely written Request for Exclusion shall be bound by all terms of the Settlement and any Judgment entered in this Action, if the Settlement is finally approved by the Court. The Settlement Administrator's address is provided at the end of this Notice.

- **OPTION 3 – OBJECT TO THE SETTLEMENT**

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing, no later than **September 16, 2024**. You must mail your objection to the Settlement Administrator's address provided at the end of this Notice. The date of the postmark on your envelope shall be the exclusive means for determining that a Notice of Objection was timely submitted. The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's Student ID number; (3) the basis for the objection; and (4) whether you intend to appear at the Final Fairness Hearing. Failure to indicate whether you intend to appear at the Final Fairness Hearing will not preclude you from appearing at the Final Fairness Hearing, however, Class Counsel shall include all objections received and Plaintiff's response(s) with Plaintiff's motion for final approval of the Settlement. Class Counsel shall not represent any Settlement Class Members with respect to any such objections. The Settlement Administrator's address is listed below.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the settlement, you may review the detailed "Class Action Settlement Agreement" which is on file with the Clerk of the Court. The pleadings and other records in the Action may be examined in person at the Court Clerk's office, located at 111 N. Hill St., Los Angeles, CA 90012. Reservations are required to view electronic records at Clerk's Office kiosks, which can be made by calling Court Support Services at (213) 830-0800. You may also access certain filings in this case online from the Settlement Administrator's website at: www.rg2claims.com/Woodbury.html.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the phone and address provided at the end of this Notice. Please refer to the *Woodbury* Class Action Settlement.

You may also contact Class Counsel below. Please reference the *Woodbury* Class Action Settlement.

Class Counsel

Erik Dos Santos

SHEGERIAN & ASSOCIATES, INC.

11520 San Vicente Boulevard

Los Angeles, CA 90049

Telephone: (619) 367-9794

*For Spanish, please call Celeste at (424) 416-0225.

Woodbury University's Attorneys

Richard D. Robins

Brent Cheney

Parker, Milliken, Clark, O'Hara & Samuelian APC

515 S. Figueroa St., 8th Floor

Los Angeles, California 90071

Telephone: (213) 683-6500

Woodbury University Settlement

c/o RG2 Claims Administration

P.O. Box 59479

Philadelphia, PA 19102-9479

Telephone: 855-279-8685

www.rg2claims.com/woodbury.html

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT.

BY ORDER OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA