

NEW YORK STATE SUPREME COURT, WESTCHESTER COUNTY

Index No. 73158/2024

Williams v. Iona University

NOTICE OF CLASS ACTION SETTLEMENT

«FullName»

«Address1» «Address2»

«City», «State» «Zip»

TO: All Iona University undergraduate students who were charged tuition and/or Mandatory Fees and enrolled in at least one in-person on-campus class.

DATED: October 9, 2025

PLEASE READ THIS NOTICE CAREFULLY

This Notice relates to a proposed settlement of this class action litigation. It has been authorized by the New York State Supreme Court, Westchester County and Honorable Gretchen Walsh, J.S.C. It contains important information as to your right to participate in the settlement or elect not to be included in the class. The following pages detail your options, your rights, and common questions or issues that Class Members ask about class action settlements. More information is available on the settlement website at www.IonaRefundSettlement.com.

Your Estimated Settlement Award is: <<SettAmt>>

Which is based on the ratio of the total number of Class Members who do not opt out of this Settlement to the Net Settlement Fund.

Your Website Login Credentials to complete an online payment Election Form are:

CPT ID	«ID»
Passcode	«Passcode»

INTRODUCTION

Maggie Williams (“Plaintiff”), a student of Iona University (“Iona,” or “Defendant”) during the Spring 2020 semester, commenced this action alleging breach of contract and quasi contract claims stemming from Iona’s transition to remote learning and services during the Spring 2020 Semester as a result of the COVID-19 pandemic. The court in charge of this case is the New York State Supreme Court, Westchester County (the “Court”). The lawsuit is known as *Williams v. Iona University* (the “Action”). Maggie Williams is the named Plaintiff, and Iona is the Defendant (together, the “Parties”). Plaintiff alleges in the Action that, among other things, Iona breached the terms of the contract entered into with Plaintiff and similarly situated individuals when Iona stopped providing in-person and on-campus educational services, as well as access to certain campus services and facilities in March 2020 at the start of the COVID-19 pandemic. Plaintiff sought, for herself and the Class Members, a pro-rated refund of tuition and fees for the respective time that Iona offered remote instruction and services.

Iona has defended and vigorously contests the claims in the Action. Iona has asserted numerous defenses and denies any and all liability and wrongdoing. The Parties have decided to settle the Action to avoid the expense, inconvenience, and distraction of litigation. A mediation with Hon. Suzanne Segal (Ret.) was held and resulted in the Parties agreeing to resolve the Action. The Terms of the Settlement are set forth in a Settlement Agreement and Release (the “Agreement”), which has been accepted by the Parties and which resolves the Class claims in the Action in exchange for a Class-wide release of claims. The Court has not decided who is right and who is wrong. The Parties have agreed to settle the Action subject to the approval of the Court.

Under the Agreement, Iona has agreed to confer benefits upon the Class in the amount of \$280,000.00, from which it will create a settlement fund that will provide compensation to Class Members, pay for notice and administration costs, provide for any approved service award to Plaintiff, and compensate the Class's attorneys for any approved fees, costs, and expenses. As a Class Member, you are entitled to participate in the Settlement, and your legal rights may be affected. These rights are explained in detail in this Notice.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

PARTICIPATE	As described more fully below, to participate in the Settlement you do not need to do anything. You will receive a check upon approval of the Settlement by the Court. However, if you want to receive your payment in electronic form, then you should fill out, sign and return the Election Form to the Settlement Claims Administrator by November 10, 2025 – or utilize the website that has been established for this case www.IonaRefundSettlement.com and complete the online Election Form by November 10, 2025.
EXCLUDE YOURSELF	If you wish to exclude yourself (“opt-out”) from the Action, you must follow the directions outlined in response to Question 7 below.
OBJECT	If you do not opt-out, you may object to the Settlement if you choose to do so. If you wish to object, you will need to write to the Court to explain why you are objecting or if you believe the Settlement is unfair or unreasonable. If the Court rejects your objection, you will still be bound by the terms of the Settlement for claims under New York law. You will not be bound by the Settlement if you opt-out of this Settlement as described herein.
DO NOTHING	Any Class Member who does not submit an Opt-Out Statement described herein will be deemed to have accepted the Settlement, will be bound by the Final Approval Order, and will have any Released Claims released and dismissed with prejudice. Additionally, you will not be allowed to pursue claims (as described herein) against Iona, separately or as part of this Action.

FREQUENTLY ASKED QUESTIONS

Question 1. Why did I receive this notice?

You received this notice because Iona's records show that you were enrolled as a student at Iona during the Spring 2020 semester and you remained enrolled as of March 1, 2020 and may therefore be an eligible Class Member.

Question 2. What is a class action?

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These similarly-situated people are known as Class Members. In a class action, one court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Gretchen Walsh, J.S.C. is presiding over this class action.

Question 3. Why is there a settlement?

Plaintiff and Class Counsel analyzed and evaluated the merits of the claims made against Defendant in the litigation. Based upon Class Counsel's due diligence, and the substantial risks of a continued litigation, including the possibility that the Lawsuit, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years, Plaintiff and Defendant entered into this Settlement. Iona denies all allegations of wrongdoing and liability in this matter. There has been no finding of liability by any Court. However, in order to support its students and to resolve the lawsuit, but without admitting any wrongdoing, Iona has agreed to this Settlement. Class Counsel is satisfied that the terms and conditions of this Settlement are fair, reasonable, and adequate, and that this Settlement is in the best interest of Plaintiff and Class Members – especially

in light of the uncertainty of the case law and potential appellate decisions.

Question 4. How much will I get paid if I join the Settlement?

Each Class Member who does not opt-out of participating in the Settlement will receive an equal share of the Net Settlement Fund, as follows:

The Settlement Claims Administrator shall prepare calculations to be approved by the Parties, and the Net Settlement Fund shall be distributed equally to all Class Members based on the following terms and criteria:

- I. Class Members who enrolled for online only classes at the beginning of the Spring 2020 Semester, who paid no tuition or fees, or who left Iona prior to March 1, 2020, are not eligible to collect any proceeds.
- II. The Net Settlement Fund shall be allocated to Class Members on an equal basis based on the ratio of (a) the total number of Class Members who do not opt out of the Settlement Agreement pursuant to Section 2.4; and (b) the Net Settlement Fund.

Question 5. Who brought this lawsuit and are they being compensated?

This Action was brought by Plaintiff Maggie Williams. Plaintiff Williams took a lead role in this Action and assisted in its resolution. In addition to her allocated share as described in Question 4, she will receive no more than two thousand five hundred dollars (\$2,500.00) for her efforts to reflect the time and energy expounded on behalf of herself and Class Members in reaching this Settlement.

Question 6. What do I have to do to be included in the Settlement?

You do not need to do anything to participate in the settlement. If you do not respond, the Settlement Administrator will mail you a check after the Court approves the Settlement. However, to receive payment in electronic format, complete and return the Election Form by **November 10, 2025**.

The Election Form must be personally filled out by the Class Member who seeks to participate in the Settlement or someone with a legal right to act on his or her behalf. The Election Form must be properly completed, signed, and submitted on www.IonaRefundSettlement.com or mailed to the Settlement Administrator by **November 10, 2025** (the "Notice Response Deadline"). at:

Williams v. Iona University
c/o CPT Group, Inc.,
PO Box 19504
Irvine, CA 92623

If you do not properly complete and timely submit the Election Form, it may delay you receiving your proceeds. If you timely return the enclosed Election Form to the Settlement Claims Administrator so that it is received through the website Election Form or mailed and postmarked by **November 10, 2025**, the Settlement Claims Administrator will make your payment in the manner you prefer after the settlement has been finally approved by the Court.

Additionally, the Action will be dismissed with prejudice and Class Members who do not opt-out will fully release and discharge Iona. This means that you cannot sue, continue to sue, or be party of any other lawsuit against Iona regarding the claims brought in this case. It also means that all of the Court's orders will apply to you and legally bind you. The specific claims you are giving up against Iona are described in Sections 1.26, 1.27, 1.28, and 3.6 of the Settlement Agreement which is available at www.IonaRefundSettlement.com.

Question 7. How do I exclude myself from the Settlement?

Class Members who elect to opt-out of the Settlement as set forth in the Settlement Agreement must submit a written, signed statement that states he or she is opting out of the Settlement ("Opt-out Statement") and mail it (via First Class United States Mail, postage prepaid) to the Settlement Claims Administrator at the following address:

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NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Questions? Call 1-888-711-2034 Toll Free or visit www.IonaRefundSettlement.com

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PO Box 19504
Irvine, CA 92623

In order to be valid, the Opt-out Statement must include the name, address, and telephone number of the Class Member, and a statement indicating his or her intention to opt-out. To be effective, an Opt-out Statement must be signed by the Class Member and postmarked by United States Postal Service on or before **November 10, 2025**. If you exclude yourself from the Action and the Settlement, you will NOT be allowed to object to the Settlement as described in question 12.

Question 8. If I don't exclude myself from the Settlement, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue the Defendant for claims brought in this case or which could have been brought in this case. If you have a pending lawsuit, speak to your lawyer in that case immediately to see if the Settlement will affect your other case. Remember, the exclusion deadline is **November 10, 2025**.

Question 9. If I exclude myself, can I get money from the Settlement?

No. If you exclude yourself, you will not receive any payment from the Settlement Fund.

Question 10. Do I have a lawyer in this case?

Michael A. Tompkins and Anthony Alesandro of the law firm Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, New York 11514, (516) 873-9550 and Nicholas Collela of the law firm Lynch Carpenter, LLP, 1133 Penn Avenue, 5th Floor, Pittsburgh, Pennsylvania 15222, (412) 322-9243 have been designated as legal counsel to represent you and other Class Members. These lawyers are called Class Counsel. You will not be charged separately for this lawyer. You will not be charged for calling, emailing, or speaking confidentially to Class Counsel. You are permitted to call Class Counsel with any questions and such communications will be confidential and protected. Class Counsel's fees are being paid from the Cash Settlement Fund as part of the Settlement and are subject to the approval of the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

Question 11. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of no more than Ninety-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three cents (\$93,333.33), which represents $\frac{1}{3}$ of the Cash Settlement Fund, for fees, plus no more than \$25,000.00 for reasonable costs, expense, and disbursements incurred in connection with this action. The fees would pay Class Counsel for all work that they have performed in this action including filing briefs, investigating the facts, attending court conferences, participating in settlement discussions, and negotiating and overseeing the Settlement. Additionally, it is expected that the Settlement Administrator at CPT Group will request an award of \$20,000 to cover the costs of mailing, data processing, and other necessary administration tasks.

Question 12. How do I tell the Court that I don't like the Settlement?

If you have not opted out, and if you wish to present your objection to the Court, you must state your intention to do so in a written statement. Your statement should be as detailed as possible, otherwise the Court may not allow you to present

reasons for your objection that you did not describe in your written objection. The statement must include: (1) the objector's name, address and telephone number; (2) an explanation of the basis upon which the objector claims to be a Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in

connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; (5) a statement indicating whether the objector intends to appear at the Final Approval hearing (either personally or through counsel who files an appearance with the Court in accordance with the appropriate rules); (6) copies of any papers, briefs, declarations, affidavits or other documents upon which the objection is based; (7) a detailed list of any other objections submitted by the Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (8) the objector's signature, in addition to the signature of the objector's attorney (if any) – an attorney's signature alone shall not be deemed sufficient to satisfy this requirement. Failure to include any of the information or documentation set forth in this paragraph shall be grounds for overruling and/or striking the objection. Your objection may not be heard unless it is submitted timely or postmarked by **November 10, 2025** (Notice Response Deadline) and mailed to the Settlement Claims Administrator at:

Williams v. Iona University
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623

The Settlement Administrator will share your objection with Class Counsel and Defendant's counsel and file your objection statement with the Court, and may request an opportunity to speak with you before any conference or hearing with the Court. You may not object to the Settlement if you submit a letter requesting to exclude yourself or opt-out of the Settlement.

Question 13. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement ("opting out") is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

If you send an objection, it is not necessary for you to come to Court to talk about it, but you may do so at your own expense or pay your own lawyer to attend. As long as you mailed your written objection on time, the Court will consider it. If you do attend the hearing, it is possible that you will not be permitted to speak unless you timely object in writing as described above and notify the Court of your intention to appear at the fairness hearing.

Question 14. Has the Court approved the Settlement?

The Court has granted preliminary approval of the Settlement and anticipates a final determination after Notices are mailed. The Court will ultimately consider whether the terms of the Settlement are fair, reasonable, and adequate – after reviewing submissions by the Parties that are publicly available on WebCivil Supreme <https://iapps.courts.state.ny.us/webcivil/FCASMain>.

The Court has scheduled a Final Approval Hearing for December 19, 2025, at 9:30 am, at 111 Dr. Martin Luther King Jr Blvd, White Plains, NY 10601. If there are objections, the Court will consider them then and the Judge will decide whether to listen to any issues that are properly raised. At the Final Approval Hearing the Judge will ultimately decide whether to approve the settlement.

Question 15. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement. You can review the Settlement on the settlement website, or by asking for a copy of the Settlement by writing Michael A. Tompkins, Esq. or Anthony Alesandro, Esq. at mtompkins@leedsbrownlaw.com or aalesandro@leedsbrownlaw.com or at Leeds Brown Law, P.C., One Old Country Road, Carle Place, New York 11514, www.leedsbrownlaw.com. Phone calls can be placed to 516-873-9550.