

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA**

NICOLAS MONTALVO, on behalf of
himself and all others similarly situated

Plaintiffs,

v.

CALIFORNIA LUTHERAN
UNIVERSITY,

Defendant.

Case No.: 56-2022-00563063

**NOTICE OF SETTLEMENT OF CLASS
ACTION LAWSUIT**

Assigned to Hon. Benjamin F. Coats

Action Filed: October 15, 2021
Trial Date: None Set

To: «email» MailID: «MailID»
 «fname» «lname»
 «address» «address_2»
 «City», «State» «Zip»

Unique ID: «Unique ID»
PIN: «PIN»

TO: All students who paid for tuition and Mandatory Fees to Defendant California Lutheran University (“CLU”) for the Spring 2020 semester.

DATED: **August 14, 2024**

PLEASE READ THIS NOTICE CAREFULLY

This Notice relates to a proposed settlement of this class action litigation. It has been authorized by the Superior Court of the State of California in and for the County of Ventura. 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.

INTRODUCTION

Nicolas Montalvo (“Plaintiff”), a student of California Lutheran University (“CLU” or “Defendant”) during the Spring 2020 semester, commenced this action alleging breach of contract and quasi contract claims stemming from CLU’s transition to remote learning and services during the Spring 2020 Semester as a result of the Covid-19 Pandemic (“Covid-19”). The Court in charge of this case is the Superior Court of the State of California in and for the County of Ventura. The lawsuit is known as *Montalvo v. California Lutheran Univ.* (the “Lawsuit”). Nicolas Montalvo is the Named Plaintiff, and CLU is the Defendant (together, the “Parties”). Plaintiff alleges in the Lawsuit that, among other things, CLU breached the terms of the contract entered into with Plaintiff and similarly situated individuals when CLU stopped providing in-person and on-campus educational services, as well as access to certain campus services and facilities on or about March 13, 2020 at the start of the Covid-19 Pandemic. Plaintiff sought, for himself and the Class members, a pro-rated refund of tuition and fees for the respective time that CLU switched to remote learning and services.

CLU has defended and vigorously contested the claims in the Lawsuit. CLU has asserted numerous defenses and denies any and all liability and wrongdoing. The Parties have decided to settle the Lawsuit to avoid the expense, inconvenience, and distraction of litigation. Mediation with Hon. Suzanne H. Segal (Ret.) resulted in a proposal and resolution that was accepted by both Parties to resolve the claims in this action and would result

in class-wide relief in exchange for a class-wide release of claims. The Court has not decided who is right and who is wrong or whether this case could, in the absence of settlement, proceed as a class action.

The Parties have agreed to settle the Lawsuit subject to the approval of the Court via a signed Settlement Agreement and Release (referred to herein as “Settlement”). CLU has agreed to pay a maximum of Two Million Seven Hundred Fifty-Four Thousand Dollars (\$2,754,000.00) to create a settlement fund that will provide compensation to Settlement Class Members, pay for notice and administration costs, provide for any approved service award to Plaintiff, and compensate the attorneys for any approved fees, costs, and expenses. The Parties have reached this Settlement through negotiations and mediation sessions and then presented it to the Court. As determined through that process, you are entitled to participate, and your legal rights may be affected. These rights and options are summarized below and explained in detail throughout 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 **September 13, 2024 – or utilize the website that has been established for this case www.clurefundlawsuit.com.**
- EXCLUDE YOURSELF** If you wish to exclude yourself (“opt-out”) from the Settlement, you must follow the directions outlined in response to Question 7 below.
- OBJECT** You may write to the Court about why 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 California law unless you validly and timely exclude yourself. You will not be bound by the Settlement if you opt-out of this action as described herein. If you object, you may request to speak to the Court about the fairness of the Settlement and the Court may set a schedule for such a hearing.
- DO NOTHING** Any Class Member who does not submit an Opt-Out Statement pursuant to this agreement will be deemed to have accepted the settlement and the terms of this Agreement, will be bound by the 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 CLU, separately or as part of this Lawsuit.

FREQUENTLY ASKED QUESTIONS

Question 1. Why did I receive this notice?

You received this Notice because CLU’s records show that you were enrolled as a student at CLU during the Spring 2020 semester affected by Covid-19 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 Benjamin F. Coats, 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 proposed Settlement. Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that this Agreement is in the best interest of Plaintiff and Class Members – especially in light of recent economic developments related to Covid-19 and its economic consequences, as well as 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 a proportionate share of the Settlement Fund, as follows:

First, to the extent possible, Class Members shall be categorized into the following classifications: (1) Undergraduates, (2) Graduate Students, (3) Tuition paying, and (4) Fee paying.

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

- I. Class Members who enrolled in online only classes at the beginning of the Spring 2020 Semester, who paid no tuition or fees, or who left CLU prior to March 13, 2020, are not eligible to collect any proceeds.
- II. The Net Settlement Fund shall be allocated to Class Members on a prorated basis based on a percentage of tuition and fees paid to CLU during the Spring 2020 semester. Specifically, enrolled students shall receive a proportionate and prorated distribution of proceeds based on the amount of tuition and fees they paid for the Spring 2020 semester, taking into account any CLU-funded amounts that did not require repayment and any unpaid balances owed to CLU.

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

This lawsuit was brought by Plaintiff Nicolas Montalvo. Plaintiff Montalvo took a lead role in this litigation and assisted in its resolution. In addition to his allocated share as described in Question 4, he will receive \$10,000.00 for his efforts to reflect the time and energy expounded on behalf of himself 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, we 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 September 13, 2024.

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 mailed, emailed (claims@ssiclaims.com), or faxed (850) 385-6008 to the Settlement Claims Administrator by **September 13, 2024** (the "Notice Response Deadline") – or submitted on www.clurefundlawsuit.com.

Montalvo v. Cal Lutheran Settlement Claims Administrator
c/o Settlement Services, Inc.
P.O. Box 2715
Portland, OR 97208
Email: claims@ssiclaims.com
Phone: (833) 339-0196

If you choose to receive payment in electronic form, and do not properly complete and timely submit the Election Form, it may delay you in receiving your proceeds. If you timely return the enclosed Election Form to the Settlement Claims Administrator so that it is received by email, fax, or postmarked by **September 13, 2024**, 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 Lawsuit against CLU will be dismissed with prejudice and Class Members who do not opt-out will fully release and discharge CLU. This means that you cannot sue, continue to sue, or be a party of any other lawsuit against CLU regarding the claims brought in this case. It also means that all the Court's orders will apply to you and legally bind you. The specific claims you are giving up against CLU are described in Sections 1.26 and 1.27 of the Settlement Agreement and in the specific language below.

Released Claims means any and all causes of action, suits, claims, liens, demands, judgments, costs, damages, obligations, and all other legal responsibilities in any form or nature, including, but not limited to, all claims relating to or arising out of state, local, or federal statute, ordinance, regulation, or law or any other claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, arising out of or in any way allegedly related to tuition paid at and/or fees paid to CLU in connection with the implementation of remote learning due to the COVID pandemic during the 2019-2020 academic year, including all claims that were brought or could have been brought in this Action.

Released Claims includes, to the fullest extent permitted by law, waiver and relinquishment of the provisions, rights, and benefits of California Civil Code § 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Released Claims includes, to the fullest extent permitted by law, waiver and relinquishment of any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to California Civil Code § 1542. Releasees means Defendant and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, shareholders, assigns, agents, trustees, regents, convokers, administrators, executives, insurers, attorneys, and customers

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

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

Montalvo v. Cal Lutheran Settlement Claims Administrator
c/o Settlement Services, Inc.
P.O. Box 2715
Portland, OR 97208
Email: claims@ssiclaims.com
Phone: (833) 339-0196

Fax: (850) 385-6008

Website: www.clurefundlawsuit.com

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 postmarked by United States Postal Service or via verification through the settlement website on or before October 14, 2024.

If you exclude yourself from the lawsuit 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 and all 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 **October 14, 2024**.

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?

The attorneys representing the class and appointed by the Court include: Michael Tompkins, Brett Cohen, and Anthony Alesandro, of Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, New York 11514, (516) 873-9550 and Jon Tostrud of Tostrud Law Group, P.C., 1925 Century Park East, Suite 2100, Los Angeles, California 90067 (310) 278-2600. These attorneys 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 these lawyers. 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 total 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 nine hundred eighteen thousand dollars (\$918,000.00), which represents $\frac{1}{3}$ of the Gross Settlement Fund, for fees, costs, 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.

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

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 and address; (2) an explanation of the basis upon which the objector claims to be a Settlement 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; and (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 Local Rules). Your objection may not be heard unless it is submitted timely or postmarked by the **October 14, 2024** Notice Response Deadline and mailed to the Settlement Claims Administrator at:

Montalvo v. Cal Lutheran Settlement Claims Administrator
c/o Settlement Services, Inc.
P.O. Box 2715

Portland, OR 97208
Email: claims@ssiclaims.com
Phone: (833) 339-0196
Fax: (850) 385-6008

Website: www.clurefundlawsuit.com

The Settlement Claims 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 mail 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 you 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 making a final determination after Notices are mailed. The Court will ultimately consider whether the terms of the Settlement Agreement are fair, reasonable, and adequate – after reviewing submissions by the Parties that are publicly available via www.clurefundlawsuit.com.

However, if you wish to raise a valid concern, you should alert the attorneys and they can appear at a conference before the Court on November 1, 2024 if your issue is not resolved to your satisfaction with the attorneys. If there are objections, the Court will consider them. The Judge will decide whether to listen to any issues that are properly raised.

Question 15. Are there more details about the Settlement?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can review the Settlement Agreement by asking for a copy of the Settlement Agreement by writing or calling Michael A. Tompkins, Esq. at (516) 873-9550 or mtompkins@leedsbrownlaw.com, Leeds Brown Law, P.C., One Old Country Road, Carle Place, New York 11514, www.leedsbrownlaw.com and Jon Tostrud at [Tostrud@Tostrud Law Group, P.C.](mailto:Tostrud@TostrudLawGroup.com), (310) 278-2600.