SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF BRONX

Index No. 810808/2025E

Conley et al. v. Fordham University

NOTICE OF CLASS ACTION SETTLEMENT

TO: **All students enrolled in at least one class originally scheduled to take place physically in-person during the Spring 2020 Semester at Fordham who paid, or on whose behalf payment was made for, tuition and/or Mandatory Fees to Defendant for the Spring 2020 Semester, and who remained enrolled as of March 1, 2020.**

DATED: **October 28, 2026**

PLEASE READ THIS NOTICE CAREFULLY

This Notice relates to a proposed settlement of this Class Action litigation. It has been authorized by the Supreme Court of the State of New York, County of Bronx, and Honorable Sophia B. Hershman, 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.FordhamRefundLawsuit.com.

Your Estimated Settlement Award is: [amount]

Which is based on the net amount of tuition and fees paid by you or on your behalf related to the Spring 2020 Semester, which is reflected in Fordham's records to be: [tuition]

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

Notice ID	**«Apex ID»**
Login ID	**«PIN Number»**

INTRODUCTION

Cooper Conley and Henry Wallace ("Plaintiffs"), students of Fordham University ("Fordham" or "Defendant") during the Spring 2020 Semester, commenced this action alleging breach of contract and quasi-contract claims stemming from Fordham'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, Bronx County (the "Court"). The Lawsuit is known as *Conley et al. v. Fordham University* (the "Lawsuit"). Cooper Conley and Henry Wallace are the Named Plaintiffs, and Fordham is the Defendant (together, the "Parties"). Plaintiffs allege in the Lawsuit that, among other things, Fordham breached the terms of the contract entered into with Plaintiffs and similarly situated individuals when Fordham stopped providing in-person and on-campus educational services, as well as access to certain campus services and facilities on or about mid-March 2020 at the start of the COVID-19 pandemic. Plaintiffs sought, for themselves and Class Members, a prorated refund of tuition and fees for the respective time that Fordham switched to remote learning and services.

Fordham has defended and vigorously contested the claims in the Lawsuit. Fordham 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. Negotiations between the Parties 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.

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"). Fordham has agreed to confer benefits upon the class in the amount of $2,549,490.00, 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 Plaintiffs, and compensate the attorneys for any approved fees, costs, and expenses. The Parties have reached this Settlement through negotiations and then presented it to the Court for review and approval. 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 Administrator by December 14, 2026 – or utilize the website that has been established for this case, www.FordhamRefundLawsuit.com, and complete the online Election Form.
EXCLUDE YOURSELF	If you wish to exclude yourself ("opt-out") from the Lawsuit, 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 Action 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 Fordham, separately or as part of this Lawsuit.

FREQUENTLY ASKED QUESTIONS

Question 1. Why did I receive this Notice?

You received this Notice because Fordham's records show that you were enrolled as a student at Fordham 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 Sophia B. Hershman, J.S.C., is presiding over this Class Action.

Question 3. Why is there a Settlement?

Plaintiffs 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, Plaintiffs and Defendant entered into this Settlement. Fordham 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, Fordham 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 Plaintiffs 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 a proportionate share of the Settlement Fund, as follows:

The Settlement 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 for online only classes at the beginning of the Spring 2020 Semester, who paid no tuition or fees, or who left Fordham prior to March 1, 2020, are not eligible to collect any proceeds.

II. The Net Settlement Fund shall be allocated into two pools of funds: (1) one for undergraduate students representing 65% of the available funds, and (2) one for graduate students representing 35% of the available funds. All Class Members shall be determined to be undergraduate or graduate students for allocation purposes. Within their respective pools, funds shall be allocated to Class Members on a prorated basis based on a percentage of net tuition and fees paid to Fordham during the Spring 2020 Semester. Specifically, each student shall receive a proportionate and prorated distribution of proceeds based on the net amount of tuition and fees paid for the Spring 2020 Semester, divided by the total net amount of tuition and fees that all students paid for the Spring 2020 Semester to Fordham. Any Fordham aid, grants, or other tuition and fee reductions that do not require repayment, as well as any unpaid balances, shall not be counted as tuition and fees paid.

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

This Lawsuit was brought by Plaintiffs Cooper Conley and Henry Wallace. Plaintiffs Conley and Wallace took a lead role in this litigation and assisted in its resolution. In addition to their allocated share as described in Question 4, they will receive $3,000.00 each for their efforts to reflect the time and energy expended on behalf of themselves 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 an electronic format, complete and return the Election Form by **December 14, 2026**.

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.FordhamRefundLawsuit.com, or mailed to the Settlement Administrator by **December 14, 2026** (the "Notice Response Deadline") at:

Conley et al. v. Fordham Univ.
c/o Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

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 Administrator so that it is received through the website Election Form or mailed and postmarked by **December 14, 2026**, the Settlement Administrator will make your payment in the manner you prefer after the Settlement has been finally approved by the Court.

Additionally, the Lawsuit will be dismissed with prejudice and Class Members who do not opt-out will fully release and discharge Fordham. This means that you cannot sue, continue to sue, or be party of any other lawsuit against Fordham 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 Fordham are described in Sections 1.26, 1.27, 1.28, and 3.7 of the Settlement Agreement, which is available at www.FordhamRefundLawsuit.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 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 Administrator at the following address:

Conley et al. v. Fordham Univ.
c/o Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

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 the United States Postal Service on or before **December 14, 2026**. 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 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 **December 14, 2026**.

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 M. Alesandro of the law firm of Leeds Brown Law, P.C., 134 Mineola Blvd, Mineola, New York, 11501, (516) 873-9550, and Nicholas A. Colella of Lynch Carpenter, LLP, 1133 Penn Avenue, 5th Floor, Pittsburgh, PA 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 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 communication will be confidential and protected. Class Counsel's fees are being paid from the Gross 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 Eight Hundred Forty-Nine Thousand Eight Hundred Thirty Dollars ($849,830.00), which represents ⅓ of the Gross Settlement Fund, for fees, plus reasonable 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. Class Counsel may also seek up to $20,000.00 to reimburse it for expenses and reasonable litigation costs. Additionally, the Settlement Administrator will also petition the Court for its costs and expenses, expected to not exceed $50,000.00.

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 **December 14, 2026**, the Notice Response Deadline, and mailed to the Settlement Administrator at:

Conley et al. v. Fordham Univ.
c/o Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

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 Final Approval 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 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/FCASSearch?param=Ie.

However, if you wish to raise a valid concern, you should alert the attorneys, and they can appear at a Final Approval Hearing conference before the Court on January 13, 2027, at 2:15 p.m., at 851 Grand Concourse, Bronx, NY 10451, 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. 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., 134 Mineola Blvd, Mineola, New York, 11501, www.leedsbrownlaw.com. Phone calls can be placed to 516.873.9550.

ELECTION FORM

INSTRUCTIONS: FILL OUT AND RETURN THE ELECTION FORM BY DECEMBER 14, 2026

* RETAIN A COPY OF THIS ELECTION FORM, ALONG WITH ANY INFORMATION THAT WOULD DEMONSTRATE THE TIME AND MANNER IN WHICH IT WAS SUBMITTED *

Your Estimated Settlement Award is: **$«Est. Settlement Amount.»**

Which is based on Your: Total Individual Net Tuition & Fees Paid: $«Total net tuition and fees.»

If you wish to designate a particular form of payment for your share of the Settlement, please sign, date, and return this Election Form to the Settlement Administrator by either website submission at www.FordhamRefundLawsuit.com, or postal mail by December 14, 2026 to:

Conley et al. v. Fordham University
c/o Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

You are not required to complete this form in order to receive a payment. If you do not complete this form, you will receive your share of the Settlement in the form of a check sent to your last known mailing address.

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

Notice ID	**«Apex ID»**
Login ID	**«PIN Number»**

Check one box below:

[ ]	I would like to receive my Settlement cash benefit by paper check via First Class Mail. My mailing address has changed from what is printed above (only complete if NEW address): Street: _____ City: _____ State: _____ Zip Code: _____
[ ]	I would like to receive my Settlement cash benefit via PayPal. PayPal Account Email Address: _____
[ ]	I would like to receive my Settlement cash benefit via Venmo. Venmo Account Username: _____

Signature: _____ **Date:** _____

Phone Number: _____ **Email:** _____

You must keep a current address on file with the Settlement Administrator and Class Counsel, along with a valid phone number and email address for updates.