

**United States District Court for the District of Maryland**  
**Elena Botts v. Johns Hopkins University, 1:20-cv-01335-JRR**

**NOTICE OF CLASS ACTION SETTLEMENT**

**This Notice is about a proposed settlement of the above class action litigation. It has been authorized by the United States District Court for the District of Maryland and contains important information about your right to participate in the settlement or exclude yourself. The following pages summarize your options, your rights, and frequently asked questions.**

**You can find more information about the settlement on the Settlement Website:  
[www.JHUSpring2020Settlement.com](http://www.JHUSpring2020Settlement.com)**

**INTRODUCTION**

Elena Botts (“Named Plaintiff”) was a student at The Johns Hopkins University (“Defendant”) during the Spring 2020 Semester when Defendant transitioned to remote learning and services in response to the COVID-19 pandemic. In May 2022, she filed this lawsuit (the “Litigation”), alleging that, among other things, Defendant breached the terms of the contract entered into with Plaintiff and similarly situated individuals when it stopped providing in-person and on-campus educational services, as well as access to certain campus services and facilities in March 2020. Named Plaintiff sought, for herself and all others similarly situated, a pro-rated refund of tuition and fees for the period that Defendant switched to remote learning and services.

Defendant contests the claims in the Litigation, denies any and all liability and wrongdoing, and is very confident in the quality of the education and services the University provided to its students throughout the pandemic, including through a variety of financial, academic, and other supports. The Parties have decided to settle the Litigation to avoid the expense, inconvenience, and distraction of litigation. With the assistance of JAMS mediator David Geronemus, the Parties reached an agreement to resolve the claims in the Litigation on a class-wide basis, providing 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 Litigation subject to the approval of the Court via a signed Class Settlement Agreement and Release (the “Settlement Agreement”). Defendant has agreed to pay a maximum of six million six hundred thousand dollars (\$6,600,000.00) to create a Settlement Fund that will provide compensation to Settlement Class members, pay for notice and administration, provide for any approved Service Award to Named Plaintiff, and compensate Class Counsel for any approved attorneys’ fees and costs.

The Parties reached this Settlement through negotiations and mediation sessions and have 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**

<b>DO NOTHING</b>	To participate, you do not need to do anything. If the Court approves the Settlement, you will receive a check. You will be bound by the Final Approval Order and will release the Class Released Claims, meaning that you will not be allowed to pursue the claims raised in this Litigation against Defendant separately.
<b>EXCLUDE YOURSELF</b>	If you wish to exclude yourself (“opt out”) from the Litigation, you must follow the directions in response to Question 7 below. If you opt out, you will not be bound by the settlement, will not receive a settlement payment, and may be able to sue Defendant yourself at your own expense.
<b>OBJECT TO THE SETTLEMENT</b>	If you choose to remain in the Settlement Class, you may write to the Court if you believe the Settlement is unfair or unreasonable according to the directions in response to Question 12 below. You may request to speak to the Court about your objection at the Final Approval Hearing. If the Court overrules your objection, you will still be bound by the terms of the Settlement Agreement, but you will also receive any proceeds due to you under it.

### **FREQUENTLY ASKED QUESTIONS**

#### **Question 1. Why did I receive this notice?**

You received this Notice because Defendant’s records show that you were enrolled as a student at Defendant in the Spring 2020 Semester affected by the COVID-19 pandemic, paid some amount for tuition or student fees for in-person educational services, and may therefore be an eligible Settlement 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 Settlement 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 Julie R. Rubin, United States District Judge, is presiding over the Litigation.

#### **Question 3. Why is there a settlement?**

Based upon Class Counsel’s analysis and evaluation of the merits of the claims made against Defendant in the Litigation and the substantial risks associated with continued litigation, including the possibility that the Litigation, 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 the Settlement Agreement are fair, reasonable, and adequate, and that the Settlement is in the best interest of Settlement Class members.

**Question 4. How much will I receive if I join the Settlement?**

Each Settlement Class member who does not opt out of the Litigation will receive a proportionate share of the Settlement Fund depending upon how much in tuition and fees they paid to Defendant for in-person educational services for the Spring 2020 Semester. These amounts include out-of-pocket payments and payments financed by student loans. Scholarships provided by Defendant do not count toward the amount considered paid, so someone who received little or no scholarship support would receive more under the Settlement Agreement than someone who received substantial scholarship support from Defendant.

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

This lawsuit was brought by Named Plaintiff Elena Botts, who took a lead role in the Litigation and assisted in its resolution. In addition to her proportional share as described in Question 4, Class Counsel will request that the Court award her an additional \$12,500 to reflect the time and energy she expended on behalf of herself and Settlement Class members. The Court may choose to award a different amount.

**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.

Additionally, the Litigation will be dismissed with prejudice and Settlement Class members who do not opt out will fully release and discharge Defendant. This means that you cannot sue, continue to sue, or be party of any other lawsuit against Defendant 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 Defendant are described in Section 4.3.1 of the Settlement Agreement, which can be found on the Settlement Website, [www.JHUSpring2020Settlement.com](http://www.JHUSpring2020Settlement.com).

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

Settlement Class members who elect to opt out of the settlement as set forth in this Agreement must submit a written, signed statement that he or she is opting out of the settlement (a "Request for Exclusion") and mail it to the Settlement Administrator as follows:

*Elena Botts v. Johns Hopkins University*  
c/o JND Legal Administration  
P.O. Box 91379  
Seattle, WA 98111

A Request for Exclusion must include (1) your name, mailing address, and telephone number; and (2) a statement substantially to the effect that: "I request to be excluded from the Settlement Class in the matter of *Elena Botts v. Johns Hopkins University*." All Requests for Exclusion must be

postmarked no later than March 18, 2023. If you exclude yourself from the Litigation, you will NOT be allowed to object to the Settlement as described in Question 12.

**Question 8. If I remain in the Settlement Class, 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 March 18, 2023.

**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?**

Yes. The Court appointed the following attorneys as “Class Counsel” to represent you and the other Settlement Class members:

James A. Francis	Kevin C. Mallon	Courtney Weiner
John Soumilas	FRANCIS MAILMAN SOUMILAS,	LAW OFFICE OF COURTNEY
Jordan M. Sartell	P.C.	WEINER PLLC
FRANCIS MAILMAN	One Liberty Plaza, Ste. 2301	1629 K Street NW, Ste. 300
SOUMILAS, P.C.	New York, NY 10006	Washington, DC 20006
1600 Market St., Ste. 2510	(646) 759-3663	(202) 827-9980
Philadelphia, PA 19103		
(215) 735-8600		

You will not be charged 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 a payment of attorney’s fees and costs of no more than Two Million Two Hundred Thousand Dollars (\$2,200,000.00), which represents one-third ( $\frac{1}{3}$ ) of the Settlement Fund. This payment is to compensate Class Counsel for the work they have performed in the Litigation including filing pleadings and briefs, investigating the facts, conducting discovery, 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 Settlement Class member's full name, mailing address, and current telephone number; (2) if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request; (3) all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (4) the identity of any witnesses the objector may call to testify; (5) a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and (6) a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel. Your objection may not be heard unless it is submitted timely or postmarked by March 18, 2023, and mailed to the Settlement Administrator at:

*Elena Botts v. Johns Hopkins University*  
c/o JND Legal Administration  
P.O. Box 91379  
Seattle, WA 98111

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 do not 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 do not 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 making a final determination after Notices are sent. The Court will ultimately consider whether the terms of the settlement are fair, reasonable, and adequate – after reviewing submissions by the Parties, which are publicly available via Pacer.gov and will be posted on the Settlement Website, [www.JHUSpring2020Settlement.com](http://www.JHUSpring2020Settlement.com).

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 April 17, 2023, at 10:00am, in Courtroom 3A of the United States Courthouse located at 101 West Lombard Street, Baltimore, Maryland, 21201 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, which can be found on the Settlement Website, [www.JHUSpring2020Settlement.com](http://www.JHUSpring2020Settlement.com).