

EXHIBIT 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

Aljanal Carroll, Claudia Provost Charles,
Tiffany Fair, and Tareion Fluker

Plaintiffs,

v.

Walden University, LLC, and Walden e-
Learning, LLC,

Defendants.

Civil Action No. 1:22-cv-00051-JRR

SETTLEMENT AGREEMENT

This Settlement Agreement dated March 22, 2024 (“Settlement Agreement”) is entered into pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of the Court, the Settlement Agreement is entered into among Defendants Walden University, LLC, and Walden e-Learning, LLC (“Walden” or “Defendants”), and the named Plaintiffs Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker (collectively “Plaintiffs”), both individually and on behalf of a class of current and former students in Walden’s Doctor of Business Administration (“DBA”) program. Defendants and Plaintiffs are the “Parties.”

BACKGROUND

Walden University is an online for-profit university headquartered in Minneapolis, Minnesota. This litigation was brought by four former Walden students on behalf of themselves and all others similarly situated. Plaintiffs asserted putative class claims for violation of Title VI of the Civil Rights Act of 1964 (“Title VI”), 42 U.S.C. § 2000d, *et seq.*, and violation of the

Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. § 1691, *et seq.*; and four claims on behalf of themselves for violation of Minnesota state and common law.

Plaintiffs alleged that Walden engaged in “reverse redlining” by (1) inducing enrollment through material misrepresentations about the cost and time required to complete its DBA program, and (2) intentionally targeting Black and female prospective students to enroll in the program. Specifically, Plaintiffs alleged that Walden misrepresented and understated the number of “capstone credits” required to complete the program and obtain a degree. Defendants have at all times denied these allegations.

This case was filed in the United States District Court for the District of Maryland on January 7, 2022. On March 23, 2022, Defendants filed a Motion to Dismiss Plaintiffs’ Complaint under Fed. R. Civ. P. 12(b). In their motion, Defendants argued that Plaintiffs failed to plead claims under Title VI or the ECOA, asserting that: (1) Plaintiffs did not allege any facts showing that Walden intentionally discriminated on the basis of race; (2) Plaintiffs could not prove a Title VI violation using a “reverse redlining” theory; and (3) Plaintiffs failed to allege any discriminatory credit practice to support an ECOA claim. Defendants further argued that the District Court lacked subject matter jurisdiction over the individual state and common law claims, and that Plaintiffs’ allegations could not support these individual claims for several additional reasons.

On November 28, 2022, the Court denied the Motion to Dismiss. On December 7, 2022, Plaintiffs filed a motion (with Defendants’ consent) to amend their complaint, adding Plaintiff Tareion Fluker to the lawsuit, which the Court granted. On February 2, 2023, Defendants filed an Answer denying all material allegations in the First Amended Complaint, asserting that Walden has not made any false or misleading statements regarding the DBA program requirements and

has not intentionally discriminated on the basis of race or gender, interposing affirmative defenses. Defendants have denied all liability for the claims and charges made in the Civil Action.¹

Plaintiffs, without conceding any infirmity in its claims in the Civil Action, and Defendants, without admitting or conceding any fault or liability whatsoever, and without conceding any infirmity in its defenses in the Civil Action, have concluded that further litigation of the Civil Action would be protracted and expensive and that it is desirable that the litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to limit further expenses, inconvenience and to dispose of burdensome and protracted litigation.

Accordingly, Plaintiffs, by their Counsel, and Defendants, by their Counsel, have conducted discussions and arm's-length negotiations with respect to a compromise and Settlement of the Civil Action.

Plaintiffs and their Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable and adequate to Plaintiffs and the Class, and in their best interests, and have agreed to settle the claims raised in the Civil Action pursuant to the terms and provisions of this Settlement Agreement, after considering: (i) the benefits that Plaintiffs and the members of the Class will receive from the Settlement Agreement; (ii) the attendant risks of litigation; (iii) the difficulties, expense and delays inherent in such litigation; (iv) the belief of Plaintiffs that the Settlement is fair, reasonable, and adequate, and in the best interest of all Class Members; and (v) the desirability of permitting the Settlement to be consummated as provided by the terms of this Settlement Agreement.

¹ See Section I below for definitions of capitalized terms not otherwise defined parenthetically.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, the Class, and Defendants, subject to the approval of the Court pursuant to the procedures mandated by Federal Rule of Civil Procedure 23(e), as follows:

I. DEFINITIONS

1. The following terms, as used in this Settlement Agreement, have the following meanings:
 - a. “Civil Action” means the above-styled litigation.
 - b. “Claimant” means an individual who has submitted a Claim Form.
 - c. “Claims Administrator” means Settlement Services, Inc.
 - d. “Claims Administration Costs” means costs and expenses of the Notice and instructions to Class Members and administration of the Settlement Fund, escrow fees, Taxes, custodial fees, and expenses incurred in connection with processing Claim Forms, distributing the Settlement Fund, providing any necessary tax forms to Class Members, and all other costs incurred in connection with administering the Settlement.
 - e. “Claim Form” means the form substantially in the form of Exhibit 1.
 - f. “Class” and “Settlement Class” mean all Class Members, excluding (1) the Judge presiding over this action (or the Judge or Magistrate presiding over the action through which this matter is presented for settlement), and members of their families; (2) the defendants, defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which the defendants or their parents have a controlling interest and their current or former officers, directors, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons.

g. “Class Member” means an individual who falls into at least one of the following categories: (a) all Black students who enrolled in and/or began classes for Walden University’s Doctor of Business Administration (“DBA”) program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits; (b) all Black students who enrolled in and/or began classes for Walden’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education; and (c) all female students who enrolled in and/or began classes for Walden’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.

h. “Class Period” means the period beginning August 1, 2008 and ending January 31, 2018.

i. “Court” means the United States District Court for the District of Maryland, through the Judge assigned to the Civil Action.

j. “DBA program” means Walden’s Doctor of Business Administration program.

k. “Defendants” and “Walden” means Defendants Walden University, LLC and Walden e-Learning, LLC, and all its past and present officers, directors, employees, agents, attorneys, servants, representatives, parents, subsidiaries, affiliates, partners, shareholders, and all other persons, partnerships, or corporations with whom any of the former have been, or are now, affiliated and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing.

l. “Defense Counsel” means Latham & Watkins LLP.

m. “Effective Date” means the date upon which the Settlement contemplated by this Settlement Agreement shall become effective, as set forth in paragraph 56.

n. “Excess Capstone Credits” means the number of DBA capstone-level credits taken by a Class Member that is in excess of the number that Walden stated was the minimum required at the time they enrolled.

o. “FERPA” means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99.

p. “Lead Plaintiffs’ Counsel” means the law firm of Relman Colfax PLLC.

q. “Notice” means the Notice of Proposed Settlement of Class Action, which is to be sent to members of the Class substantially in the form attached hereto as Exhibit 2.

r. “Order and Final Judgment” means the Order Granting Approval of Proposed Class Action Settlement, and Certification of Class, to be entered by the Court substantially in the form attached hereto as Exhibit 3.

s. “Order for Notice and Hearing” means the Order Granting Preliminary Approval of Proposed Class Action Settlement, Provisional Certification of Class and Approval of Notice, to be entered by the Court substantially in the form attached hereto as Exhibit 4.

t. “Plaintiffs’ Counsel” means the law firm of Relman Colfax, PLLC and attorney(s) of record in the Civil Action at National Student Legal Defense Network.

u. “Qualified Class Member” means a Plaintiff or Class Member who has submitted a Claim Form and been determined by the Claims Administrator to be eligible to receive a monetary share of the Settlement Fund.

v. “Released Claim(s)” means those claims defined in Section XI.

w. “Released Person(s)” means those persons defined in Section XI.

- x. “Settlement” means the settlement embodied by this Settlement Agreement.
- y. “Settlement Fund” means all the cash amounts paid by or on behalf of Defendants in settlement of the Civil Action, including any interest accrued on those amounts.
- z. “Taxes” means all (i) taxes on the income of the Settlement Fund and (ii) expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).
 - aa. “*Thornhill* Payment” means the amount of any cash payment that a potential Class Member received pursuant to the settlement reached in *Thornhill v. Walden University*, No. 2:16-cv-00962 (S.D. Ohio).

II. SETTLEMENT CLASS

2. The Parties agree and stipulate that for purposes of resolution of claims for monetary relief, pursuant to the Court’s approval, the putative Class should be certified under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and that for purposes of resolution of claims for injunctive relief the putative Class should be certified under Rules 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure.

3. The Parties agree that the following plaintiff class should be approved and certified pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure: all persons who fall into at least one of the following categories: (a) all Black students who enrolled in and/or began classes for Walden University’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits; (b) all Black students who enrolled and/or began classes in Walden’s DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some

or all of their Walden education; and (c) all female students who enrolled and/or began classes in Walden's DBA program between August 1, 2008 and January 31, 2018 and were charged for and successfully completed Excess Capstone Credits, and applied for and/or received student loans or payment plans to pay for some or all of their Walden education.

III. ALLOCATION AND DISTRIBUTION OF MONETARY RELIEF

4. **Settlement Fund:** Defendants agree to pay or cause to be paid \$28,500,000, which shall constitute the Settlement Fund. The Settlement Fund shall be distributed into three separate accounts as follows:

a. Escrow Account: Within ten (10) days following the Effective Date, Defendants shall pay or cause to be paid, \$21,275,000 into an interest-bearing escrow account on behalf of Plaintiffs and the Class designated and controlled by the Claims Administrator (the "Escrow Account");

b. Attorneys' Fees Account: Within ten (10) days following the Effective Date, Defendants shall pay or cause to be paid, \$7,125,000 into an interest-bearing account designated by Lead Plaintiffs' Counsel, as payment to Plaintiffs' Counsel as attorneys' fees (the "Attorneys' Fees Account");

c. Administration Costs Account: Within five (5) days following the date of entry of the Order for Notice and Hearing, Defendants shall pay or cause to be paid, \$100,000 into an interest-bearing account designated and controlled by Lead Plaintiffs' Counsel (the "Administration Costs Account"). Funds from the Administration Costs Account may be dispersed, as reasonably required and without further approval of the Court, to pay Claims Administration Costs incurred by the Claims Administrator, billed to Lead Plaintiffs' Counsel as they become due. This amount does not limit the ability of Lead Plaintiffs' Counsel to seek

Court approval for dispersal of additional costs from the Settlement Fund prior to the balance of the Settlement Fund being disbursed to Class Members.

5. The Settlement will be non-recapture; *i.e.*, it is not a claims-made settlement. Defendants have no ability to keep or recover any of the Settlement monies unless the Settlement Agreement does not become effective.

6. **Allocation of Escrow Account:** Within twenty-one (21) days after the Effective Date, the funds in the Escrow Account shall be allocated and disbursed in the following manner:

a. \$100,000 shall be designated for incentive payments of \$25,000 to each of the Named Plaintiffs: Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker.

b. The balance of the funds in the Escrow Account shall be distributed pro rata to Qualified Class Members based on the proportion of each Qualified Class Member's Excess Capstone Credits to the sum of all Qualified Class Members' Excess Capstone Credits, except that the amount otherwise due to any Qualified Class Member who received a *Thornhill* Payment shall be reduced by the amount of such Payment.

7. If for any reason money remains in the Escrow Account or the Administration Costs Account one year after distribution of payments from the Escrow Account to Qualified Class Members, all such remaining money shall be donated to such non-profit organizations dedicated to the furtherance of the civil rights in higher education of Black people and women as Plaintiffs select at that time.

8. All Taxes shall be paid out of the Administration Costs Account, shall be considered to be a cost of administration of the Settlement, and shall be timely paid by the Claims Administrator without prior order of the Court.

9. The Claims Administrator shall be solely responsible for timely filing all informational and other tax returns necessary to report any net taxable income earned by the funds in the Escrow Account and shall timely file all informational and other tax returns necessary to report any income earned by the funds in the Escrow Account and shall be solely responsible for timely taking out of the funds in the Escrow Account, as and when legally required, any tax payments, including interest and penalties due on income earned by the funds in the Escrow Account. All taxes (including any interest and penalties) due with respect to the income earned by the funds in the Escrow Account shall be paid from the Settlement Fund. Defendants shall have no responsibility to make any filings relating to the Settlement Fund and will have no responsibility to pay taxes on income earned by the Settlement Fund or pay any taxes on the Settlement Fund, unless the Settlement is not consummated and the Settlement Fund is returned. In the event the Settlement is not consummated, Defendants shall be responsible for the payment of all taxes (including any interest or penalties) on said income.

10. Within ten (10) days after the Claims Administrator has resolved all timely-filed written challenges, and prior to disbursement of the funds in the Escrow Account, the Claims Administrator shall estimate the Claims Administration Costs expected to be incurred to finalize implementation and administration of the Settlement. Based on that estimation, Lead Plaintiffs' Counsel shall determine whether any remaining funds in the Administration Costs Account shall be dispersed to the Escrow Account for allocation to Qualified Class Members.

11. Administration and implementation of the Escrow Account shall be the responsibility of the Claims Administrator. Within twenty-one (21) days of the Effective Date or the date on which the Claims Administrator must make final determinations regarding the eligibility of Claimants pursuant to Sections IX and X, whichever is later, the Claims

Administrator shall make payments by, at the preference of each Class Member as set forth on Claim Forms, (a) mailing checks to the last known address of a Qualified Class Member, (b) making payment via Automated Clearing House transaction to the account provided by a Qualified Class Member, or (c) making payment via Venmo to the account provided by a Qualified Class Member; method (a) shall be utilized if no preference is given. The Claims Administrator shall use its best efforts to complete the disbursement of the Settlement Fund as expeditiously as possible.

12. **Allocation of Attorneys' Fees Account:** The Parties agree that Plaintiffs, the Settlement Class and Plaintiffs' Counsel are entitled to recover their reasonable attorneys' fees and costs that they have expended in this case in an amount of \$7,125,000, based on the "Common Fund" doctrine. This amount is allocated from the total Settlement Fund and represents 25% of the Settlement Fund. This amount shall be paid into the Attorneys' Fees Account within ten (10) days following the Effective Date.

IV. RELIEF PROVIDED BY THE SETTLEMENT

13. In full, complete and final resolution of the claims asserted or that could have been asserted in the Civil Action, and subject to the satisfaction of all the terms and conditions of this Settlement Agreement, the Parties shall comply with the following provisions:

14. **Monetary Relief:** As provided in Section III, Defendants shall pay or cause to be paid \$28,500,000 in settlement of the Civil Action.

15. **Nonmonetary Relief:** Defendants agree to the following undertakings as terms under this Settlement Agreement and consents to the jurisdiction of the Court for a period of four years following the Effective Date in the event of any alleged breach of this paragraph:

a. Website Disclosures and Verifications:

- i. Beginning 90 days following the date a final settlement is approved by the Court, Walden will disclose the median time to complete the DBA program and median cost to complete the DBA program based on historic data from the preceding 3 years of graduates on the “Tuition and Fees” section of the DBA Program website and in students’ enrollment agreements. Walden will accompany the aforementioned disclosures with a statement that the disclosures of median time to complete the DBA program and median cost to complete the DBA program reflect only those students who graduate from the program with a DBA degree and are not reflective of the entire DBA enrollment population. Additionally, such disclosures will be accompanied with a statement that historical statistics may not be predictive or representative of how long it will take individual students to complete their degrees.²
- ii. Beginning with the new academic year following the date a final settlement is approved by the Court, Walden will disclose in each DBA student’s enrollment agreement that (i) completing the DBA program may require up to 8 years of enrollment and up to a specified amount of tuition and fees (revised annually based on the cost of tuition), subject to tuition and fee increases; (ii) students are not guaranteed to complete the program within 8 years of enrollment; and (iii) students who reach the 8-year time-to-completion limit

² In the event that Walden cannot implement these disclosures within this 90-day period due to technological constraints, Walden will implement these disclosures at the beginning of the next full academic term following the 90-day period.

may be subject to dismissal from the program unless they obtain an extension, which is not guaranteed.³

- iii. Beginning 90 days following the date a final settlement is approved by the Court (or, in the event of technological constraints that prevent Walden from implementing the disclosures set forth herein, at the beginning of the next full academic term following the 90-day period) and updated on an annual basis, the Associate President and Provost of Walden will sign a verification form, attached as Exhibit 5, verifying compliance with the disclosure provisions herein. This verification will describe the data reviewed and certify the accuracy of the website and enrollment agreement disclosures described in Paragraphs 15(a)(i) and 15(a)(ii) above. Defendants will share the verification form with Plaintiffs' Counsel.
 - iv. Walden will maintain these disclosures and issue the accompanying verifications for a minimum period of 4 years from the date of implementation.
- b. Programmatic Changes:
- i. Eliminate University Research Reviewer ("URR") Role: In addition to prospective programmatic changes Walden is making pursuant to paragraph 15(b)(ii), below, Plaintiffs acknowledge that Walden is implementing other programmatic changes to help students complete their DBA degree as

³ In the event that Walden cannot implement these disclosures in enrollment agreements at the beginning of the next academic year due to technological constraints, Walden will issue the disclosures in a standalone electronic communication to newly enrolled students until such time as Walden has implemented the disclosures in enrollment agreements. Walden shall implement these disclosures in enrollment agreements no later than the start of the second academic year following the date a final settlement is approved by the Court.

efficiently as possible. For example, Walden eliminated the URR role in consideration of the issues raised in this litigation. Under the prior policies for the DBA program, each dissertation committee was required to include a designated URR responsible for performing a quality control function throughout the capstone process. Each committee member was required to independently approve a student submission of work for the student to progress to the next step in the capstone process. Under a new policy, Walden has eliminated the URR role on the dissertation committee. Presently, DBA dissertation committees are comprised of only two members—a committee chair and a second member—who are tasked with identifying content and methodology issues and are ultimately responsible for assuring the quality of the capstone study, which would help students complete the DBA program more efficiently. Unless otherwise required by a government agency or accreditor, Walden will, as an element of this Settlement, maintain this programmatic change for a minimum of 4 years following the date a final settlement is approved by the Court.

- ii. Other Programmatic Changes to Facilitate Completion of DBA Program: In response to issues raised by Plaintiffs in this litigation, Walden represents that it is making certain programmatic changes intended to help students reduce the time and cost for completion of the DBA program, while still meeting Walden's academic standards. Changes will be made in consultation with, as appropriate, state regulators, Walden's accreditor, and the U.S. Department of Education.

V. ORDER FOR NOTICE AND HEARING

16. Concurrently with submission of this Settlement Agreement, Plaintiffs shall submit to the Court an unopposed motion for entry of the Order for Notice and Hearing, requesting preliminary approval of the Settlement and certification of the Class; and authorization to disseminate Notice of such certification of the Class, of the Settlement, and of the final judgment contemplated by this Settlement Agreement to all known Class Members.

17. Defendants agree to affirmatively support Plaintiffs' motion and agree that the relief sought by Plaintiffs' motion is fair and adequate, and that the Court should grant it in its entirety.

VI. ADMINISTRATION OF NOTICE

18. Except as set forth in paragraph 30 regarding Class Members who received *Thornhill* Payments, within five (5) days after the date of entry of the Order for Notice and Hearing, Defendants shall prepare and deliver an Excel spreadsheet to the Claims Administrator containing the names, last known addresses, last known telephone numbers, last known email addresses, and dates of attendance of all potential Class Members ("Class Intake List"). Defendants shall simultaneously provide a copy of the spreadsheet to Lead Plaintiffs' Counsel.

19. The Claims Administrator shall conduct a trace using LexisNexis and the National Change of Address registry to determine, to the best extent possible and using its discretion, the most likely current address of each individual on the Class Intake List.

20. Within twenty-one (21) days after the date of entry of the Order for Notice and Hearing, the Claims Administrator shall cause a Notice substantially in the form of Exhibit 2 to be distributed via first class mail, email, and text to the most recent contact information for the

individuals on the Class Intake List, to the extent mailing addresses, email addresses, and mobile phone numbers are available.

21. Within twenty-one (21) days after the date of entry of the Order for Notice and Hearing, or as soon thereafter as publication schedules permit, the Claims Administrator shall cause the Notice to be published, substantially in the form of Exhibit 2, on a website dedicated to the Settlement (“Settlement Website”).

22. In accordance with FERPA implementing regulation 34 C.F.R. § 99.31(a)(9)(i), the Notice shall inform each potential Class Member that Walden, pursuant to the Court’s preliminary approval of the Settlement, intends to disclose to the Claims Administrator and Lead Plaintiffs’ Counsel the following additional information for each person on the Class Intake List unless the person objects within thirty (30) days: social security number, number of capstone credits completed as of the date the Order for Notice and Hearing is entered, and number of capstone credits required by Walden’s Course Catalog in effect as of the person’s DBA program start date. The Notice shall also state that a person who objects to the disclosure of this information will be deemed to have opted out of the proposed Settlement.

23. The Order for Notice and Hearing will order Walden to supplement the Class Intake List with the information set forth in the immediately preceding paragraph fifty (50) days after the Notice is distributed, except as to any person who objects to such supplemental disclosure.

24. No later than the earlier of the date on which the Claims Administrator first distributes the Notices or causes it to be published on the Settlement Website, the Claims Administrator shall maintain and staff with live persons a toll free “800” line to receive calls from Class Members between the hours of 9:00 a.m. and 7:00 p.m. (Eastern Standard Time),

Mondays through Fridays. At all other times, the line shall be answered by a voicemail message recording device. These hours of telephone coverage shall be subject to revision and modification upon agreement of the Plaintiffs and Defendants based on the recommendation of the Claims Administrator. The live persons staffing the “800” line shall be trained to provide information consistent with the Notice, and the voicemail message shall use language agreed upon by Plaintiffs and Defendants.

25. For each Notice mailed to a person on the Class Intake List and returned as undeliverable, the Claims Administrator shall, within ten (10) days after receipt of the undeliverable Notice, re-mail the Notice to any additional address obtained for such Class Member that the Claims Administrator, in its discretion, determines is reasonably likely to be the current address of such Class Member. The Claims Administrator will take comparable steps with respect to phone numbers and email addresses it determines are not accurate. The Order for Notice and Hearing shall specify that, for any person to whom Notice is redistributed in accordance with this paragraph, the thirty- to thirty-five-day period before Walden supplements the Class Intake List shall be reset to begin on the date of redistribution.

26. Class Members who wish to present objections to the proposed Settlement must do so in writing as specified by the procedure in the Notice. Written objections must be mailed and postmarked no later than seventy-seven (77) days after entry of the Order for Notice and Hearing to the United States District Court for the District of Maryland, 101 West Lombard Street Chambers 5B, Baltimore, MD 21201, and to Lead Plaintiffs’ Counsel and Defense Counsel. In the event the Claims Administrator receives a written objection, within five (5) days of receipt, the Claims Administrator shall serve copies on Lead Plaintiffs’ Counsel, who will

electronically file the written objection with the Court and cause the written objections to be served electronically on Defense Counsel contemporaneously therewith.

27. Class Members who wish to opt out of the proposed Settlement must do so in writing as specified by the procedure in the Notice. Requests to opt out of the proposed Settlement must be received by the Claims Administrator within sixty-three (63) days after entry of the Order for Notice and Hearing. The Claims Administrator shall determine whether a Class Member has timely satisfied the procedure set forth in the Notice. Any person deemed to have opted out in accordance with paragraph 22 will also be deemed to have timely satisfied the procedure set forth in the Notice. Within three (3) days of receipt of an opt-out, the Claims Administrator shall serve copies on Lead Plaintiffs' Counsel and Defense Counsel.

28. Any Class Member who exercises the right to opt out of the proposed Settlement shall have a right to rescind his or her opt-out by following the procedure specified in the Notice. Opt-out rescissions must be received by the Claims Administrator within seventy-seven (77) days after the entry of the Order for Notice and Hearing. The Claims Administrator shall determine whether a Class Member has timely satisfied the procedure set forth in the Notice. The parties agree that it would be appropriate and beneficial for the Court, through the offices of a Magistrate Judge or otherwise, to communicate with opt-outs prior to the rescission deadline regarding their decision to opt out.

29. Within eighty-two (82) days after entry of the Order for Notice and Hearing, the Claims Administrator shall serve all requests to opt out of the proposed Settlement that have not been rescinded and an inventory listing the requests to opt out that have not been rescinded on Lead Plaintiffs' Counsel and Defense Counsel. The Claims Administrator shall retain copies of

all requests to opt out and rescissions in its files until such time as it is relieved of all duties and responsibilities under this Settlement Agreement.

30. Potential Class Members who received a *Thornhill* Payment will not be included on the initial Class Intake List. Walden shall instead, within five (5) days of entry of the Order for Notice and Hearing, send those students requests to waive confidentiality with respect to settlement of *Thornhill* litigation for the sole purpose of allowing Walden to disclose their names and the amount of their *Thornhill* Payment so they may participate in this Settlement. Within five (5) days of receipt of a waiver from a recipient of a *Thornhill* Payment, Walden will supplement the Class Intake List with their name, the other information specified in paragraph 18, and the amount of their *Thornhill* Payment. Any potential Class Member who received a *Thornhill* Payment but does not timely provide a waiver to Walden shall be excluded from the Class and shall not be a Class Member, notwithstanding the definitions herein of “Class” and “Class Member.”

VII. TERMS AND ORDER OF FINAL JUDGMENT

31. Within eighty-four (84) days after the date of entry of the Order for Notice and Hearing, Plaintiffs shall move the Court to enter an Order and Final Judgment substantially in the form attached hereto as Exhibit 3 and shall file a memorandum addressing any timely-filed written objections to the Settlement.

32. Defendants agree to affirmatively support Plaintiffs’ request and agree that the relief requested by Plaintiffs is fair and adequate and that the Court should grant Plaintiffs’ motion in its entirety.

33. The proposed Order and Final Judgment shall provide for the following:

a. Approval of the final Settlement of the claims asserted or that could have been asserted in the Civil Action arising, in whole or in part, from the facts asserted in the Civil Action, including incentive awards to the named Plaintiffs, adjudging the Settlement to be fair, reasonable and adequate, directing consummation of the terms and provisions of the Settlement Agreement, and requiring the Parties to take the necessary steps to effectuate its terms and provisions;

b. Dismissal with prejudice of the claims of Plaintiffs and the Class in the Civil Action, whether asserted directly, individually or in a representative or derivative capacity, and without additional costs or expenses to any party other than as provided for in this Settlement Agreement;

c. A list of all members of the Class who have timely opted out of the Class and have not rescinded their opt out;

d. To the extent permitted by law, a permanent injunction barring each and every Class Member who has not opted out of the Class from asserting, either directly, individually, or in a representative or derivative capacity, any Released Claim, defined at paragraph 52, against Defendants; and

e. The Parties' submission to, and the Court's continuing retention of, exclusive jurisdiction over this matter for the purposes of effectuating and supervising the enforcement, interpretation or implementation of this Settlement and the judgment entered thereon, and resolving any disputes that may arise hereunder.

f. That on the Effective Date, all Class Members who have not opted-out of the class shall be bound by this Settlement Agreement and by the Order and Final Judgment.

VIII. DISTRIBUTION OF CLAIM FORMS

34. Within five (5) days of entry of the Order and Final Judgment and in the same manner that the Notice is distributed, as described in paragraph 20, the Claims Administrator shall distribute a Claim Form and instructions, substantially in the form of Exhibit 1, to each individual on the Class Intake List, as updated by the Claims Administrator to reflect the results of any determinations made regarding current contact information of Class Members, except any who have opted out of the Settlement or failed to return a confidentiality waiver in connection with the *Thornhill* litigation.

35. The Claims Administrator shall further be responsible for mailing Claim Forms to all potential Claimants who request such forms within seven (7) days after receiving such request, and for serving as a repository for the receipt of Claim Forms upon their return by all Claimants.

36. Within seven (7) days of receiving each Claim Form, the Claims Administrator shall initially review each Claim Form received and determine if the form is complete and timely and properly signed, unless the volume of submissions at any time renders such deadline impracticable, in which case the Claims Administrator shall issue such determinations as soon as reasonably practicable.

37. In the event that the Claims Administrator determines that a Claimant is not eligible to participate in the Settlement Fund, the Claims Administrator shall send the Claimant a written notice that states the reason(s) for the determination. This notice shall be sent to the Claimant via the Claimant's preferred method of communication (first class mail, postage prepaid; email; or text) as indicated on the submitted Claim form, and shall inform the rejected Claimant of his or her right to challenge the determination, as well as the procedures for doing

so. To file a challenge, a rejected Claimant must notify the Claims Administrator in writing of his or her desire to challenge the determination. The written challenge must be postmarked or submitted via the Settlement Website no later than twenty-one (21) days after the date of the Claims Administrator's letter notifying the Claimant of the adverse determination. Written challenges postmarked or submitted after the twenty-one (21) day time period shall be deemed waived, regardless of whether the Claimant received the notice finding the Claimant not eligible to participate in the Settlement Fund.

38. Within seven (7) days of receiving a timely written challenge by a rejected Claimant, the Claims Administrator must determine whether the Claimant is eligible to participate in the Settlement Fund, unless the volume of submissions at any time renders such deadline impracticable, in which case the Claims Administrator shall issue such determinations as soon as reasonably practicable. In the event that a rejected Claimant submits a timely written challenge to the determination made by the Claims Administrator, and the Claims Administrator determines that the Claimant is eligible, the Claims Administrator shall process the Claimant's Claim Form accordingly.

39. In the event that a rejected Claimant submits a timely written challenge to the determination made by the Claims Administrator, and the Claims Administrator determines that the Claimant is not eligible, the Claims Administrator's determination will be regarded as final, the Claimant will not be eligible to receive payment from the Settlement, and the Claims Administrator shall send notice of its determination to the Claimant.

40. In the event that Plaintiffs' Counsel, Defendants, or Defense Counsel receives requests from potential Claimants for Claim Forms, a list of such requests shall be maintained by the recipient and each request shall be transmitted within five (5) days to the Claims

Administrator, who shall retain sole responsibility for the distribution and receipt of all Claim Forms, as well as for the return and tracing of all incomplete Claim Forms.

41. In the event that Plaintiffs' Counsel, Defendants, or Defense Counsel receives submissions of Claim Forms from Claimants, those submissions shall be recorded and transmitted within five (5) days to the Claims Administrator, who shall retain sole responsibility for the distribution and receipt of all Claim Forms, as well as for the return and tracing of all incomplete Claim Forms.

42. The Claims Administrator shall, on a periodic basis, submit reports of its activities upon request by Lead Plaintiffs' Counsel or Defense Counsel. Upon the request of Lead Plaintiffs' Counsel or Defense Counsel, the Claims Administrator shall provide copies of Claim Forms, rejected claim data, and any and all other documents or information related to the claims procedure.

IX. ELIGIBLE CLASS MEMBERS

43. For all persons other than the named Plaintiffs, eligibility to receive payment from the Fund shall be contingent upon:

- a. Submission of a completed Claim Form, *see* Exhibit 1, signed under oath pursuant to the requirements of 28 U.S.C. § 1746 and postmarked no later than ninety (90) days after the date of entry of the Order and Final Judgment (unless such period is extended by Order of the Court);
- b. A determination by the Claims Administrator that the person meets the Class definition; and,
- c. A determination that the person has not opted out of the lawsuit.

44. All Claim Forms must be submitted within ninety (90) days of the date of entry of the Order and Final Judgment, unless such period is extended by Order of the Court. Any Class Member who fails to submit a Claim Form by such date, excluding individuals who opt out of

the Settlement, shall be forever barred from receiving any payment pursuant to this Settlement Agreement (unless, by Order of the Court, a later submitted Claim Form by such Class Member is approved), but shall in all other respects be bound by all of the terms of this Settlement Agreement and the Settlement including the terms of the Order and Final Judgment to be entered in the Civil Action and the releases provided for herein, and will be barred from bringing any action against the Released Persons concerning the Released Claims. The date on which a Claim Form shall be deemed to have been submitted shall be determined in accordance with paragraph 75.

45. Each Claimant must submit his or her own Claim Form. A parent, legal guardian, conservator, or next friend may complete and sign a Claim Form on behalf of a minor, a person adjudicated legally or mentally incapacitated or incompetent in accordance with state law, or a person who is found by his physician to be medically incapable of contracting.

46. It shall be the responsibility of the Claims Administrator to determine a Claimant's eligibility to receive a monetary share of the Settlement Fund. Plaintiffs and Defendants stipulate and agree that they will not challenge any determination made by the Claims Administrator concerning a Claimant's eligibility to receive a monetary award from the Settlement Fund. For Claimants who are not on the Class Intake List, the Class Administrator shall make its determination on the basis of any documents submitted by the Claimant in support of a Claim Form and any relevant records obtained from Defendants. In no instance will a completed and signed timely Claim Form from a Claimant who is not on the Class Intake List be sufficient by itself to establish eligibility.

47. The Claims Administrator shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any Claim Form submitted, or to utilize an

excusable neglect standard with respect to deadlines, in the interests of achieving substantial justice.

X. DISPUTE RESOLUTION PROCEDURES

48. The Parties recognize that questions may arise as to whether the Parties are fulfilling their obligations as set forth herein. In the spirit of common purpose and cooperation that occasioned this Settlement Agreement, the Parties agree to the following.

49. If differences arise between any of the Parties with respect to the Parties' compliance with, interpretation of, or implementation of the terms of this Settlement Agreement, good faith efforts shall be made by the Parties to resolve such differences promptly in accordance with the following Dispute Resolution Procedure.

50. If one party believes an issue must be resolved, it shall promptly notify the other parties in writing of the issue and the facts and circumstances relied upon in asserting its position. The parties notified of the issue shall be given a reasonable period of time (not to exceed fifteen (15) days) to review the facts and circumstances and to provide the party raising the issue with its written position including the facts and circumstances upon which it relies in asserting its position. Within a reasonable period of time thereafter (not to exceed fifteen (15) days), the Parties shall meet, by telephone or in person, and attempt in good faith to resolve the issue informally. If the parties do not resolve the dispute during the meeting, the complaining party shall notify the other parties in writing of its written position regarding any outstanding issues following the first meeting. The other parties notified of the outstanding issues shall be given a reasonable period of time (not to exceed seven (7) days) to review the complaining party's written position and provide the complaining party with its written position in response. Within a reasonable period of time thereafter (not to exceed seven (7) days), the Parties shall

meet for a second time, by telephone or in person, and attempt in good faith to resolve the outstanding issues informally. If a party believes that resolution cannot be achieved following two meetings to discuss the dispute, the party shall promptly notify the other parties in writing that it is terminating discussions, and shall specify its final position with regard to resolving the dispute. The notifying party may then petition the Court for relief.

51. Nothing in this Section shall prevent any party from promptly bringing an issue before the Court when the facts and circumstances require immediate court action. The moving party's papers shall explain the facts and circumstances that necessitate court action and the reasons why the moving party did not attempt to resolve the dispute in good faith informally prior to bringing the issue before the Court. If any party brings a matter before the Court requiring court action, the opposing party shall be provided with appropriate notice under the Local Rules of the United States District Court for the District of Maryland and the Federal Rules of Civil Procedure.

XI. SCOPE AND EFFECT OF SETTLEMENT

52. Upon approval of a final Settlement Agreement, all Settlement Class Members other than those who have opted out of the Settlement Class shall be deemed to have fully, finally and forever, released, acquitted and discharged Defendants and each of their predecessors, successors, past and present officers, directors, trustees, partners, shareholders, employees, agents, attorneys, accountants, Insurers, co-Insurers, re-Insurers, parents, affiliates and subsidiary companies, and the assigns and heirs of each of them (hereinafter collectively referred to as the "Released Persons") from any and all claims and causes of action whatsoever at law or equity, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden that could have been asserted, have been asserted, or are now

pending on behalf of any Named Plaintiff or Settlement Class Member arising in whole or part from the facts that Plaintiffs or the Settlement Class have asserted in the above-referenced action, including but not limited to representations regarding the DBA program, the cost of the DBA program, the time to complete the DBA program, the number of credits taken during the DBA program, processes and procedures related to the DBA program, outcomes from the DBA program, or educational experiences during the DBA program, and including all such claims any Settlement Class Members have raised or might have raised now or in the future, from the beginning of time to the date of a final Settlement Agreement. (All of the foregoing is defined as “Released Claims.”) This release shall also apply to any and all of Walden’s present or past executives, employees, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, managers, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, companies, firms, trusts, corporations, administrators, predecessors, successors, assigns, parent companies, predecessor parent companies, predecessor affiliates, subsidiaries, agents, associates, affiliates, divisions, and holding companies. Nothing in this release or any related Settlement Agreement shall be construed to prevent a Settlement Class Member from filing a Borrower Defense Application with the United States Department of Education.

53. Upon approval of a final Settlement Agreement, the Named Plaintiffs and all Settlement Class Members who do not opt out, and their attorneys, shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits and causes of action, whether class, individual or otherwise in nature, that the Defendants ever had, now have, or hereafter can, shall, or may have on account of, or in any way arising out of, any and all

known and unknown, foreseen and unforeseen, suspected or unsuspected injuries or damages, and the consequences thereof, in any way arising in whole or in part out of, or resulting from, the facts that Plaintiffs or the Settlement Class have asserted in the above-referenced action or their prosecution thereof, including all such claims Defendants have raised or might have raised now or in the future, from the beginning of time to the date of a final Settlement Agreement, except that this release shall not apply in any way to (a) any federally or state guaranteed student loan obligation outstanding or any obligation owed to a third-party lending institution, and (b) any liability for tuition or an application fee owed to Defendants by a Settlement Class Member.

54. The releases set forth in this Section shall not encompass or be deemed to impair any claims that may arise out of the implementation of this Settlement Agreement.

55. The provisions of this Settlement Agreement are not intended to eliminate or terminate any rights otherwise available to Plaintiffs or Class Members for acts by Defendants occurring after the date of a final Settlement Agreement, nor are intended to eliminate or terminate any rights otherwise available to Defendants for acts by Plaintiffs or Class Members occurring after the date of a final Settlement Agreement.

XII. GENERAL PROVISIONS

56. The Effective Date of Settlement shall be the date when all of the following shall have occurred:

a. entry by the Court of the Order for Notice and Hearing in all material respects in the form attached hereto as Exhibit 4;

b. final approval by the Court of the Settlement Agreement and Settlement, following Notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

c. entry by the Court of an Order and Final Judgment, in all material respects in the form set forth in Exhibit 3 attached hereto, and the expiration of any time for appeal or review of such Order and Final Judgment, or, if any appeal is filed and not dismissed, after such Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by writ of certiorari, or, in the event that the Court enters an order and final judgment in the form other than that provided above (“Alternative Judgment”) and none of the Parties hereto elect to terminate the Settlement Agreement and Settlement, the date that such Alternative Judgment becomes final and no longer subject to appeal or review.

57. On the date that the Parties have executed this Settlement Agreement, the Parties shall be bound by its terms, and this Settlement Agreement shall not be rescinded except in accordance with paragraphs 61 and 62.

58. After the Court has preliminarily approved this Settlement Agreement and before the Court issues an Order and Final Judgment approving this Settlement Agreement, disbursements of reasonable Claims Administration Costs may be made from the Administrative Costs Account as set forth in paragraph 4(c). Only those amounts described in this paragraph shall not be refundable to Defendants in the event the Settlement Agreement is disapproved, voided, or otherwise fails to become final.

59. Funds in the Escrow Account shall be invested in obligations guaranteed by the United States Government or its agencies or in a mutual fund investing solely in obligations guaranteed by the United States Government or its agencies. Funds in the Administrative Costs Account may be deposited in a federally insured bank account. Interest will accrue to the Class and remain part of the Settlement Fund, subject to the provisions of paragraphs 61 and 62.

60. In no event shall Plaintiffs, Defendants, or their counsel have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration, except as expressly otherwise provided in this Settlement Agreement.

61. If the Court does not approve this Settlement Agreement or any part thereof, or if such approval is materially modified or set aside on appeal, or if the Court does not enter the Order and Final Judgment as provided in this Settlement Agreement, or if the Court enters the Order and Final Judgment and appellate review is sought, and following appellate review, such Order and Final Judgment is not ultimately affirmed upon exhaustion of the judicial process, then Defendants and Plaintiffs shall each, in their sole discretion, have the option to rescind this Settlement Agreement in its entirety, and any and all parts of the Settlement Fund, inclusive of interest accrued, shall be returned forthwith to Defendants, less only such disbursements of reasonable Claims Administration Costs made from the Administrative Costs Account as set forth in paragraph 4(c). A modification of the proposed order with regard to its provisions for attorneys' fees or incentive awards, or a modification or reversal on appeal of any amount of Plaintiffs' Counsel's fees and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Settlement Agreement or such Order and Final Judgment.

62. If, after the final date on which written objections and requests to opt out of the Settlement must be received, more than 5% of individuals who qualify for the Settlement Class timely and validly opt out of the Settlement, Defendants reserve the right to withdraw from the Settlement of this action, within seven (7) days after the conclusion of the final date on which

written objections and opt-out rescissions must be received. To invoke this right, Defendants must file with the Court a document entitled “Notice of Nullification of Settlement Agreement.” Persons who fail to return a confidentiality waiver in connection with the *Thornhill* litigation shall not be included the determination of whether the 5% threshold is exceeded.

63. Defendants and Plaintiffs expressly reserve all of their rights if the Settlement Agreement does not become finally approved or if it is rescinded by the Plaintiffs or Defendants under paragraphs 61 and 62. Further, and in any event, Plaintiffs and Defendants agree that this Settlement Agreement, whether or not it is finally approved by the Court and whether or not Plaintiffs or Defendants elect to rescind it under paragraphs 61 and 62, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of any violation of any statute, rule, regulation or law, or of any liability or wrongdoing by Defendants, or of the truth of any of the claims or allegations in this Civil Action, or as a concession by the Plaintiffs of any infirmity or weakness in their claims against Defendants, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Civil Action or in any other action or proceeding.

64. The United States District Court for the District of Maryland, through the Judge assigned to the Civil Action, shall retain exclusive jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement that cannot be resolved by negotiation and agreement by Plaintiffs, any Class Member, and Defendants. This Settlement Agreement shall be governed by and interpreted according to the substantive laws of the State of Maryland without regard to its choice of law or conflict of laws principles.

65. Defendants agree to cooperate with Plaintiffs by providing to the Claims Administrator documents and electronic information required to facilitate Notice to the Class, eligibility determinations, and allocation and distribution of the fund to Qualified Class Members. In addition to the information identified in paragraphs 18, 23, and 30, Defendants agree to conduct a reasonable search for documents and information in Defendants' possession, custody, or control that the Claims Administrator believes are necessary to process any claim or resolve any dispute.

66. This Settlement Agreement constitutes the entire agreement among Plaintiffs and Defendants pertaining to the Settlement of the Civil Action and supersedes any and all prior and contemporaneous undertakings of Plaintiffs and Defendants in connection therewith. This Settlement Agreement may be modified or amended only by a writing executed by Plaintiffs and Defendants and approved by the Court.

67. This Settlement Agreement may be executed in counterparts by Plaintiffs and Defendants.

68. Neither Defendants nor Plaintiffs, nor any of them, shall be considered the drafter of this Settlement Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement.

69. Nothing expressed or implied in this Settlement Agreement is intended to or shall be construed to confer upon or give any person or entity other than Plaintiffs, Class Members, Defendants, and those giving or receiving releases, any right or remedy under or by reason of this Settlement Agreement.

70. This Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, shall be considered a compromise within the meaning of Federal Rule of Evidence 408, and any equivalent rule of evidence or procedure of any state, including the State of Maryland, and, except as permitted in paragraph 71, shall not (i) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Class Action, or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any party hereto, or as a concession by the Plaintiffs of any infirmity or weakness in their claims against Defendant; or (ii) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

71. This Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of the Settlement, may be offered or received in evidence solely (i) to enforce the terms and provisions hereof or thereof, or (ii) to obtain Court approval of the Settlement.

72. The undersigned counsel represent that they are authorized to enter into this Settlement Agreement on behalf of the Parties they represent, and, on behalf of themselves and the Parties they represent, hereby agree to use their best efforts to obtain all approvals necessary and to do all other things necessary or helpful to effectuate the implementation of this Settlement Agreement according to its terms, including the exchange of documents and materials needed for the purpose of providing the Notice and conducting any hearing, and to satisfy the material conditions of this Settlement Agreement.

73. Time periods set forth in days herein shall be computed in accordance with Federal Rule of Civil Procedure 6.

74. Deadlines set forth herein may be modified by order of the Court.

75. The date of submission of any document submitted in connection with this Agreement shall be determined as follows:

(a) Mail: Considered submitted on the postmark date.

(b) Overnight Delivery: Considered submitted on the date delivered to the carrier.

(c) Facsimile: Considered submitted on the transmission date at the local time of the submitting party.

(d) Email: Considered submitted on the date emailed at the local time of the submitting party.

(e) Text: Considered submitted on the date texted at the local time of the submitting party.

(f) Other Delivery or any situation where the governing date applicable to a category above cannot be determined: Considered submitted on the date of receipt.

The date of submission of documents submitted to Plaintiffs' Counsel, Defense Counsel, Defendants, or the Court rather than to the Claims Administrator shall be determined under the same criteria; to the extent subparagraph (f) applies in such circumstance, receipt by such party shall control.

XIII. NOTICE UNDER THE CLASS ACTION FAIRNESS ACT

76. The Class Action Fairness Act of 2005 ("CAFA") requires Defendants to inform certain federal and state officials about this Settlement. *See* 28 U.S.C. § 1715.

77. Under the provisions of CAFA, Defendants will serve notice on the appropriate officials within ten (10) days after the Parties file the Settlement Agreement with the Court. *See* 28 U.S.C. 1715(b).

The Parties consent to this Settlement Agreement as indicated by the signatures of counsel below:

For Aljanal Carroll, Claudia Provost Charles, Tiffany Fair, and Tareion Fluker, individually and on behalf of all others similarly situated:



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Date: 3/22/2024

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Date: March 22, 2024