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16 Class Counsel

17 UNITED STATES DISTRICT COURT
 18 SOUTHERN DISTRICT OF CALIFORNIA

19 SONNY LOW, J.R. EVERETT and
 20 JOHN BROWN, on Behalf of
 Themselves and All Others Similarly
 21 Situated,

22 Plaintiffs,

23 vs.

24 TRUMP UNIVERSITY, LLC, a New
 York Limited Liability Company and
 25 DONALD J. TRUMP,

26 Defendants.

No. 3:10-cv-0940-GPC(WVG)

CLASS ACTION

JOINT MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

CTRM: 2D

JUDGE: Hon. Gonzalo P. Curiel

27 [Caption continued on following page.]

1 ART COHEN, Individually and on
2 Behalf of All Others Similarly Situated,

3 Plaintiff,

4 vs.

5 DONALD J. TRUMP,

6 Defendant.

) No. 3:13-cv-02519-GPC-WVG
) CLASS ACTION

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SECONDARY AUTHORITIES

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1 **I. INTRODUCTION**

2 After six-and-a-half-years of hard-fought litigation, and on the eve of trial, the
3 Parties reached a global settlement to resolve not only these Actions, but also the New
4 York Attorney General (“NYAG”) Action pending in New York state court since
5 2013. The settlement terms are reflected in the Stipulation of Class Action Settlement
6 which, along with its exhibits, is referred to as the “Agreement” and attached hereto as
7 Exhibit 1.¹

8 Under the Agreement, Trump University will pay \$25 million to settle these
9 Actions and the NYAG Action without an admission or a finding of wrongdoing,
10 liability, or fault. The Net Settlement Fund to be distributed to Eligible Class
11 Members in these Actions is nearly \$21 million, which is expected to yield payments
12 to Eligible Class Members, estimated to be half of what they paid for TU Live Events,
13 less any refunds received.² And Class Counsel are providing their years of legal
14 services to Plaintiffs and the Class Members on a *pro bono* basis, further increasing
15 Class Member recoveries.

16 By any metric, this is a fair, adequate, and reasonable settlement. Both
17 Plaintiffs and Defendants believe in the merits of their cases and compromised to
18 reach this result. The outcome of the liability trial in the *Low* Action was uncertain;
19 even if Plaintiffs prevailed, onerous individual damages proceedings would have
20 followed for Class Members because damages were decertified. A decertification
21 motion was pending in *Cohen*, and if Plaintiffs maintained certification, *Cohen* would
22 require a second jury trial. Lengthy appeals were also likely to follow any judgment.
23 This Settlement provides immediate relief to Class Members, who will not have to
24 deal with uncertainty and wait through lengthy trials and appeals.

25 _____
26 ¹ Capitalized terms shall have the same meaning as set forth in the Agreement,
unless otherwise noted.

27 ² \$4 million will be paid to the NYAG to settle his action pending in New York state
28 court and provide monetary relief to non-class members covered by that action.

1 The Parties request, therefore, that the Court grant their joint motion for
2 preliminary approval, order the Class Notices to be sent out, and set a date and time
3 for a fairness hearing pursuant to Federal Rule of Civil Procedure (“Rule”) 23(e)(2).

4 **II. RELEVANT PROCEDURAL BACKGROUND**

5 The procedural history of these Actions is extensive and well-known to the Court.
6 Therefore, the Parties limit their recitation here to facts relevant to the issues at hand.

7 On April 30, 2010, a putative class action complaint was filed in the *Low*
8 Action against TU for violations of certain state laws, seeking refunds and other relief.
9 *See Low* Dkt. 1. Donald J. Trump (“Trump”) was named as an individual defendant
10 on December 16, 2010. *See Low* Dkt. 41.

11 On August 12, 2011, the Parties in *Low* participated in a mandatory Early
12 Neutral Evaluation Conference (“ENE”) before Magistrate Judge Gallo. *See Low* Dkt.
13 79. All the parties, including Trump and the named plaintiffs at the time, attended
14 along with Class Counsel and Defendants’ former counsel. The Parties exchanged
15 settlement proposals as part of the ENE, but were unable to make progress toward
16 settlement. Judge Gallo ordered discovery to commence in *Low*. *See Low* Dkt. 80.

17 On August 24, 2013, the NYAG filed an action in New York state court against
18 TU, Trump, and other defendants for violations of New York law. *See The People of*
19 *the State of New York by Eric T. Schneiderman, et al. v. The Trump Entrepreneur*
20 *Initiative LLC, f/k/a Trump University LLC, et al.*, Dkt. No. 310 (Index No.
21 451463/13) (N.Y. Sup. Ct. filed Aug. 24, 2013).

22 On October 18, 2013, a putative class action complaint was filed in the *Cohen*
23 Action against Trump for violation of the Racketeer Influenced and Corrupt
24 Organizations Act, seeking refunds and other relief. *See Cohen* Dkt. 1.

25 On February 21, 2014, the Court certified a class of TU Live Event purchasers
26 in California, Florida, and New York in the *Low* Action. *See Low* Dkt. 298. On
27 October 27, 2014, the Court certified an overlapping class of TU Live Event
28 purchasers nationwide in the *Cohen* Action. *See Cohen* Dkt. 53.

1 On April 10, 2014, Class Counsel and Defendants' prior counsel participated in
2 a telephonic ENE before Judge Gallo in *Cohen*. See *Cohen* Dkt. 25. Again, the
3 Parties exchanged proposals but did not make meaningful progress toward settlement.
4 Thus, Judge Gallo ordered discovery to commence in *Cohen*. See *Cohen* Dkt. 26.

5 On December 19, 2014, discovery closed in the *Low* Action. See *Low* Dkt. 349.

6 On March 12, 2015, Parties in both Actions attended a mandatory joint
7 settlement conference before Judge Gallo. See, e.g., *Low* Dkt. 393. The Parties again
8 exchanged proposals and submitted statements to Judge Gallo prior to the settlement
9 conference. The Parties were again unable to reach a resolution.

10 In July 2015, discovery closed in the *Cohen* Action, with the exception of
11 several depositions, including Trump's deposition, which was completed in
12 January 2016. See *Cohen* Dkt. 58.

13 On September 18, 2015, the Court declined to decertify the Class in the *Low*
14 Action, but decertified damages, and bifurcated damages issues from liability issues
15 for purposes of trial. See *Low* Dkt. 418.

16 On September 21, 2015, the Court ordered a joint class notice ("Notice of
17 Pendency") to be mailed to all potential Class Members in both Actions, providing
18 them an opportunity to "opt-out" and ordering that "[a]ny Class Member who does not
19 send a completed, signed request for exclusion to the Notice Administrator post-
20 marked on or before the Opt-Out Deadline will be deemed to be a Member of the
21 Class for all purposes and bound by all further orders and judgments of the Court."
22 *Low* Dkt. 419 at 10-11; *Cohen* Dkt. 130 at 10-11. On November 16, 2015, the Opt-
23 Out Deadline expired in both Actions. *Low* Dkt. 419 at 11; *Cohen* Dkt. 130 at 10.
24 Thirteen (13) individuals filed formal opt-out requests, including three (3) late opt
25 outs that were granted by this Court. See *Cohen* Dkt. 154-1; *Low* Dkt. 430-1.

26 During spring of 2016, the Parties engaged in informal settlement discussions
27 under the auspices of the Honorable Daniel H. Weinstein (ret.). The Parties also
28

1 participated in a settlement conference in the *Cohen* Action before Judge Gallo on
2 March 29, 2016. *See Cohen* Dkt. 175. Again, the Parties failed to reach a resolution.

3 On August 2, 2016, the Court issued an order setting trial in the *Low* Action to
4 begin on November 28, 2016. *See Low* Dkt. 502.

5 During the November 10, 2016 motions *in limine* hearing in the *Low* Action,
6 the Court encouraged the Parties to explore a possible resolution with the assistance of
7 the Honorable Jeffrey T. Miller, who had offered his services. *See* 11/10/16 Tr. at
8 11:4-12:6. The Parties took up the Court, and Judge Miller, on the offer.

9 On November 16, 2016, Judge Miller oversaw an extended day of settlement
10 negotiations. Counsel for the Class and for Defendants were present, with a
11 representative of Defendants present in person and Plaintiffs available by phone.
12 Representatives of the NYAG's office were also available by phone. At the end of the
13 lengthy mediation session, the Parties reached an agreement on the basic framework
14 for a global resolution of these Actions, and the NYAG Action. Thereafter, the
15 Parties engaged in an intensive negotiation among themselves and with the NYAG's
16 office, exchanging seven (7) different versions of the term sheet. The Parties' efforts
17 resulted in a November 18, 2016 Term Sheet, which reflects the principal terms of the
18 Parties' settlement of these Actions on a classwide basis, and a November 18, 2016
19 Memorandum of Agreement between the defendants and the NYAG in the NYAG
20 state action. *See* 11/18/16 Tr. at 2:15-7:2.

21 In the intervening weeks, the Parties have drafted, revised, and negotiated the
22 Agreement and its six (6) exhibits. The exhibits to the Agreement include the two
23 Class Notices, the Claim Form, the Preliminary Approval Order ("PAO"), Final
24 Approval Order, and a Final Judgment. The Parties exchanged multiple drafts of the
25 Agreement and all of its exhibits, and held many phone calls among themselves and
26 with the NYAG and BBB before executing the Agreement on December 19, 2016.

27
28

1 **III. OVERVIEW OF THE SETTLEMENT**

2 The classwide Settlement of these Actions is straightforward and provides the
 3 opportunity for Class Members to submit a simple Claim Form to receive an Award
 4 for a significant portion of the price paid for TU Live Events. The Class Members
 5 who are eligible for Awards under the Settlement fall within the definitions of the
 6 overlapping Classes certified by this Court in the Actions. *Compare* Ex. 1 at ¶¶II.7,³
 7 *with Low Dkt. 298 at 35, and Cohen Dkt. 53 at 22-23.* Accordingly, no additional
 8 class certification is required for settlement purposes.

9 On or before January 18, 2017, TU will pay \$25 million into an Escrow
 10 Account to fund the Settlement. ¶IV.A.1. As part of the Agreement, Trump is
 11 personally guaranteeing that the full Settlement Amount will be paid by the Due Date.
 12 ¶¶II.21, IV.A.4. In the Settlement, Defendants do not admit and there is no finding of
 13 wrongdoing, liability, or fault whatsoever. ¶IX.2-3. Of the Settlement Amount,
 14 \$21 million (less Service Awards and Taxes and Tax Expenses for the Escrow
 15 Account) will be distributed to Eligible Class Members on a *pro rata* basis. ¶¶II.26,
 16 III.1. Class Counsel will not seek any legal fees or costs, as they are providing their
 17 legal services *pro bono*. ¶IX.1. Plaintiffs will seek Service Awards of up to \$15,000
 18 for each Court-appointed class representative in the Actions. ¶IX.2. \$4 million will
 19 be paid to the NYAG to settle his action pending in New York state court and provide
 20 monetary relief to non-class members covered by that action, cover all the Notice and
 21 Administration Expenses incurred for these Actions and the NYAG Action, and pay
 22 any civil penalties and/or costs.⁴ ¶IV.3.

23 Based on the total purchases by Class Members in the United States, and
 24 depending on the claims rate, Eligible Class Members will receive Awards estimated
 25 to be 50% of what they paid for the TU Live Events, less any refunds received. The

26 ³ All “¶____” references are to the Stipulation.

27 ⁴ Any remainder will revert to the Net Settlement Fund for an additional distribution
 28 to Eligible Class Members in these Actions.

1 Settlement provides that, within fifteen (15) days of this Court’s entry of the PAO, the
2 Settlement Administrator will mail and email the Long-form Notice and Claim Form
3 to all known Class Members based on the most current contact information available
4 to the Parties, Epiq Systems (the “Notice Administrator”), the NYAG, and the
5 Settlement Administrator. ¶¶II.8, 9, 23. The Settlement Administrator will also
6 publish the Summary Notice within fifteen (15) days of the PAO in the national
7 edition of USA Today. ¶II.48. The Class Notices will direct Class Members to the
8 Settlement Website, where the Long-form Notice, the Agreement, the PAO, and other
9 documents and information will be posted. ¶V.5. In addition, the Class Notices will
10 advise Class Members of their rights and options, including the deadlines to submit a
11 Claim Form, object, and/or notice their intent to appear at the Final Approval Hearing.
12 ¶II.8. As the definition of the Class Members for purposes of the Settlement is the
13 same as the overlapping Classes previously certified by this Court in the Actions, and
14 as the Court previously ordered the dissemination of individual Notices of Pendency
15 to all Class Members with ample opportunity to “opt out,” Class Members will not be
16 given a second opportunity to do so. ¶VII.1.

17 Due to the passage of time and other factors, Trump University may not have
18 100% complete purchase and refund data. Accordingly, the Settlement provides a
19 simple, straightforward claims process by which Class Members may obtain an Award
20 from the Settlement. The process for submitting a Claim Form is designed to be as
21 easy as possible: the Claim Form is a one-page, simple questionnaire that Class
22 Members may submit by mail, fax, email, or via the Settlement Website. ¶III.2 & Ex.
23 A3. If there is documentation of purchase available in the Parties’ records, no further
24 documentation will be required from the claimant. ¶III.6. If there is no
25 documentation available that verifies purchase, the Settlement Administrator will
26 contact the claimant to request documentation and remedy any deficiencies in the
27 Claim Form. *Id.* This claims process imposes the least amount of burden, while
28 ensuring that Awards only go to Eligible Class Members. In addition, the Settlement

1 Administrator will undertake best efforts to follow up with Eligible Class Members
2 and ensure that their Award checks are cashed. If any money remains in the Net
3 Settlement Fund after the initial distribution (due to uncashed checks past the stale
4 date), the Settlement Administrator will make additional *pro rata* distributions to
5 those Eligible Class Members who have cashed their Award checks, until the Net
6 Settlement Fund is exhausted. ¶III.8.

7 To provide timely relief to Class Members, the Parties' proposed PAO provides
8 that the Court will schedule the Final Approval Hearing one hundred (100) days from
9 entry of the PAO, at its convenience.

10 **IV. APPLICABLE LEGAL STANDARDS**

11 "The Ninth Circuit maintains a 'strong judicial policy' that favors the settlement
12 of class actions." *Hart v. Colvin*, No. 15-cv-00623-JST, 2016 U.S. Dist. LEXIS
13 155799, at *13 (N.D. Cal. Nov. 9, 2016) (quoting *Class Plaintiffs v. Seattle*, 955 F.2d
14 1268, 1276 (9th Cir. 1992)). First, though, the Court must "determine whether a
15 proposed settlement is 'fundamentally fair, adequate and reasonable'" pursuant to
16 Rule 23(e). *Dalton v. Lee Publ'ns, Inc.*, No. 08-CV-1072-GPC-NLS, 2014 U.S. Dist.
17 LEXIS 148240, at *3 (S.D. Cal. Oct. 17, 2014) (Curiel, J., presiding) (quoting *Staton*
18 *v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir. 2003)). "The initial decision to approve or
19 reject a settlement proposal is committed to the sound discretion of the trial judge."
20 *Hart*, 2016 U.S. Dist. LEXIS 155799, at *13 (quoting *Seattle*, 955 F.2d at 1276).

21 The *Manual for Complex Litigation* describes a three-step process for approving
22 a class action settlement: (1) preliminary approval of the proposed settlement;
23 (2) dissemination of notice of the settlement to class members; and (3) a final approval
24 hearing. See *Manual for Complex Litigation* §21.63 (4th ed. 2004). "The Court's task
25 at the preliminary approval stage is to determine whether the settlement falls 'within
26 the range of possible approval.'" *Hart*, 2016 U.S. Dist. LEXIS 155799, at *14
27 (quoting *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1080 (N.D. Cal.
28 2007)). "The proposed settlement must be 'taken as a whole, rather than the

1 individual component parts’ in the examination for overall fairness.” *Hart*, 2016 U.S.
 2 Dist. LEXIS 155799, at *15 (citing *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026
 3 (9th Cir. 1998)). “Courts do not have the ability to ‘delete, modify, or substitute
 4 certain provisions’; the settlement ‘must stand or fall in its entirety.’” *Id.* (citing
 5 *Hanlon*, 150 F.3d at 1026).

6 The Parties request that the Court take the first and second steps in the
 7 settlement approval process by granting preliminary approval and ordering the
 8 dissemination of the Class Notices to Class Members.

9 **V. THE COURT SHOULD PRELIMINARILY APPROVE THE**
 10 **SETTLEMENT**

11 **A. The Settlement Provides a Fair, Adequate, and Reasonable**
 12 **Result for Class Members**

13 “Preliminary approval of a settlement is appropriate if ‘the proposed settlement
 14 appears to be the product of serious, informed, non-collusive negotiations, has no
 15 obvious deficiencies, does not improperly grant preferential treatment to class
 16 representatives or segments of the class, and falls within the range of possible
 17 approval.’” *Hart*, 2016 U.S. Dist. LEXIS 155799, at *14 (quoting *Tableware*, 484 F.
 18 Supp. 2d at 1079). “The proposed settlement need not be ideal, but it must be fair and
 19 free of collusion, consistent with counsel’s fiduciary obligations to the class.” *See id.*
 20 at *14-*15 (citing *Hanlon*, 150 F.3d at 1027). The Court considers:

21 (1) the strength of the plaintiffs’ case; (2) the risk, expense, complexity,
 22 and likely duration of further litigation; (3) the risk of maintaining class
 23 action status throughout the trial; (4) the amount offered in settlement;
 24 (5) the extent of discovery completed and the stage of the proceedings;
 25 (6) the experience and views of counsel; (7) the presence of a
 26 governmental participant; and (8) the reaction of the class members to
 27 the proposed settlement.

28 *Churchill Vill., L.L.C. v. GE*, 361 F.3d 566, 575-76 (9th Cir. 2004).

“Because some of these factors cannot be fully assessed until the Court
 conducts a final fairness hearing, a full fairness analysis is unnecessary at this stage.”⁵

⁵ Internal quotation marks, citations, and footnotes are omitted, and emphasis is
 supplied, unless otherwise noted.

1 *Dalton*, 2014 U.S. Dist. LEXIS 148240, at *4-*5. “At the preliminary approval stage,
2 a court need only review the parties’ proposed settlement to determine whether it is
3 within the permissible ‘range of possible approval’ and thus, whether the notice to the
4 class and the scheduling of a formal fairness hearing is appropriate.” *Id.* Moreover,
5 because the Class Notices and CAFA Notice have not yet been sent out, the Class
6 Members’ reactions and governmental participation are not yet known and, therefore,
7 will be addressed by the Parties in the final approval papers.

8 **1. Amount Offered in Settlement**

9 The Settlement Amount represents a fair, adequate, and reasonable result for
10 Class Members. “As explained by the Supreme Court, ‘[n]aturally, the agreement
11 reached normally embodies a compromise; in exchange for the saving of cost and
12 elimination of risk, the parties each give up something they might have won had they
13 proceeded with litigation.’” *Capps v. Law Offices of Peter W. Singer*, No. 15-cv-
14 02410-BAS(NLS), 2016 U.S. Dist. LEXIS 161137 (S.D. Cal. Nov. 21, 2016) (quoting
15 *United States v. Armour & Co.*, 402 U.S. 673, 681 (1971)). Courts routinely approve
16 settlements that provide a far lower rate of recovery than the Settlement does here.
17 *See, e.g., Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015)
18 (approving class settlement of 11%-27% recovery); *In re Toyota Motor Corp.*
19 *Unintended Acceleration Mktg., Sales Practices, & Prods. Liab. Litig.*, No. 8:10ML
20 02151 JVS (FMOx), 2013 U.S. Dist. LEXIS 123298, at *300 (C.D. Cal. July 24,
21 2013) (finding consumer settlement with 42% recovery an “exceptional result”);
22 *Castillo v. ADT LLC*, No. 2:15-383 WBS DAD, 2016 U.S. Dist. LEXIS 151423, at
23 *22 (E.D. Cal. Nov. 1, 2016) (33% recovery “well within a reasonable range”).

24 Here, based on the total purchases of Class Members in the United States, and
25 depending on the claims rate, Eligible Class Members will receive payments estimated
26 to be half of what they spent on the TU Live Events, less any refunds received.
27 Nearly 6,000 Class Members (net of refunds) purchased the \$1,495 3-day Fulfillment
28 seminar, and approximately 1,000 Class Members (net of refunds) purchased an Elite

1 package, including an in-person mentorship, ranging from \$9,995 to \$34,995. *Low*
2 Dkt. 139, Ex. 6, ¶6.d; *Cohen* Dkt. 39-2, Ex. 40, ¶6.d. With a nearly \$21 million Net
3 Settlement Fund, this translates into significant payments to Eligible Class Members
4 whether they purchased the \$1,495 3-day Fulfillment, the \$34,995 Gold Elite, both, or
5 something in between. By any metric, this recovery is fair, reasonable, and adequate.

6 **2. The Strength of Plaintiffs' Case and the Risk,**
7 **Expense, and Delay of Further Litigation, and Risk of**
8 **Decertification**

8 While Plaintiffs are confident in the strength of their class claims, Defendants
9 were confident in their defenses. Plaintiffs acknowledge the risk that they would be
10 unable to obtain a jury verdict against Defendants, and TU's financial condition meant
11 collecting any judgment against it would be difficult. Further, Plaintiffs faced the risk
12 that, even if they won on liability in the *Low* Action, they may not persuade the jury
13 that they were entitled to damages. Even if they prevailed, Class Members faced the
14 risk, expense, and delay of having to litigate their damages individually, which could
15 have taken years. Even then, Plaintiffs faced the risk of lengthy appeals after the
16 damages proceedings were completed, holding up any recovery for Class Members for
17 several more years. Finally, there was a possibility that the *Cohen* Action could be
18 stayed during Trump's presidency (or some portion thereof); that the Court would
19 decide to decertify *Cohen* in whole or part, presenting further risks and delays; and
20 that Plaintiffs could not obtain a jury verdict in their favor in *Cohen*.

21 Accordingly, "Plaintiffs' strong claims are balanced by the risk, expense, and
22 complexity of their case, as well as the likely duration of further litigation." *In re*
23 *Volkswagen "Clean Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No.
24 2672 CRB (JSC), 2016 U.S. Dist. LEXIS 148374, at *748 (N.D. Cal. Oct. 25, 2016).
25 "Settlement is favored in cases [such as this one] that are complex, expensive, and
26 lengthy to try." *Id.* (citing *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 966 (9th Cir.
27 2009)). Thus, these risk and delay factors support approval of the Settlement.

28

1 **3. The Extent of Discovery Completed, and the Stage of**
2 **the Proceedings**

3 Where, as here, extensive discovery was taken, the parties thoroughly litigated
4 the various issues, and trial is near “weigh[] in favor of the proposed settlement.”
5 *Cervantez v. Celestica Corp.*, No. EDCV 07-729-VAP (OPx), 2010 U.S. Dist. LEXIS
6 78342, at *13 (C.D. Cal. July 6, 2010). The Parties took extensive discovery for four
7 years, and the Court ruled on multiple motions for class certification and summary
8 judgment in the Actions. *Low* Dkts. 298, 423; *Cohen* Dkts. 53, 268. The Parties were
9 days from delivering their opening statements at the liability phase of trial in *Low*.
10 Thus, as in *Cervantez*, this factor weighs strongly in favor of approving the proposed
11 Settlement. *See* 2010 U.S. Dist. LEXIS 78342, at *13.

12 **4. The Experience and Views of Counsel**

13 “The recommendation of experienced counsel in favor of settlement carries a
14 ‘great deal of weight’ in a court’s determination of the reasonableness of a
15 settlement.” *Riker v. Gibbons*, No. 3:08-cv-00115-LRH-VPC, 2010 U.S. Dist. LEXIS
16 120841, at *14-*16 (D. Nev. Oct. 28, 2010) (citing *In re Immune Response Sec. Litig.*,
17 497 F. Supp. 2d 1166, 1174 (S.D. Cal. 2007)). ““The weight accorded to the
18 recommendation of counsel is dependent on a variety of factors; namely, length of
19 involvement in litigation, competence, experience in the particular type of litigation,
20 and the amount of discovery completed.”” *Id.* (quoting 4 Alba Conte & Herbert B.
21 Newberg, *Newberg on Class Actions* §11:47 (4th ed. 2002)).

22 Plaintiffs and Class Members are represented by Robbins Geller Rudman &
23 Dowd LLP (“RGRD”), a leading class action firm which has achieved landmark
24 results in large, complex class actions. *See, e.g.*, www.rgrdlaw.com/firm.html (last
25 visited on Dec. 16, 2016); *Riker*, 2010 U.S. Dist. LEXIS 120841, at *15 (finding
26 plaintiffs’ counsel had distinguished record in practice area). Zeldes Haeggquist &
27 Eck (“ZHE”) is an experienced plaintiffs’ class action firm in San Diego. *See*
28 <http://zhlaw.com/about> (last visited on Dec. 16, 2016). Class Counsel believe that the

1 Settlement provides a fair, adequate, and reasonable recovery for Class Members. As
2 Class Counsel are experienced attorneys in this field, their opinion that the Settlement
3 is fair, adequate, and reasonable for Class Members also weighs in favor of approval
4 of the Settlement. *Riker*, 2010 U.S. Dist. LEXIS 120841, at *16.

5 **B. Class Counsel Are Providing Their Years of Services *Pro***
6 ***Bono***

7 Class Counsel are providing their years of legal services to Plaintiffs and the
8 Class on a *pro bono* basis. Class Counsel will not apply for any attorneys' fees or
9 litigation expenses from the common fund. *See, e.g., Stetson v. Grissom*, 821 F.3d
10 1157, 1165 (9th Cir. 2016) ("In the absence of a contractual or statutory basis for
11 awarding fees, the district court may award reasonable fees as a matter of federal
12 common law when class counsel has recovered a common fund."). Instead, Class
13 Counsel will forego payment in order to maximize the recoveries for former TU
14 students. Similarly, Class Counsel will forego payment of their litigation expenses,
15 including the costs of sixty-five depositions, experts, legal research, and much more.
16 The fact that Class Counsel are not receiving any attorneys' fees or expenses from
17 these Actions is further evidence that there was no collusion, and that Class Counsel
18 are representing the best interests of Class Members in this Settlement.

19 **C. The Settlement Provides the Best Class Notice Practicable**

20 The second step of the approval process is to disseminate notice about the
21 settlement to the class. *See Manual for Complex Litigation, supra*, at §21.63. Class
22 members must receive the best notice practicable about the settlement, *see* Fed. R.
23 Civ. P. 23(c)(2), which means notice that is "reasonably calculated, under all the
24 circumstances, to apprise interested parties of the pendency of the action and afford
25 them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank &*
26 *Tr. Co.*, 339 U.S. 306, 314 (1950). "[T]he mechanics of the notice process are left to
27 the discretion of the court subject only to the broad 'reasonableness' standards
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1 imposed by due process.” *Capps*, 2016 U.S. Dist. LEXIS 161137, at *26 (quoting
2 *Grunin v. Int’l House of Pancakes*, 513 F.2d 114, 120 (8th Cir. 1975)).

3 Here, Class Counsel will provide the Settlement Administrator with the most
4 current list of names, email addresses, and physical addresses of Class Members based
5 on Defendants’ records, student inquiries, the Notice Administrator’s updated records
6 from the Notice of Pendency, and inquiries made to the NYAG. The Settlement
7 Administrator will then mail and email the Long-form Notice and Claim Form to all
8 known Class Members. ¶¶II.8, 9, 23. The Long-form Notice directs Class Members
9 to the Settlement Website, where they can find Settlement-related documents,
10 including the Agreement, Long-form Notice, Claim Form, the PAO, and other
11 documents. ¶V.5. The Settlement Administrator will also publish the Summary
12 Notice in the national edition of USA Today. ¶II.48. Finally, Class Counsel will post
13 the Long-form Notice and Claim Form on their websites. ¶VII.2.

14 The Class Notice plan described in the Agreement and PAO is consistent with
15 what this Court previously found to satisfy Due Process for purposes of the Notice of
16 Pendency. *See Low* Dkt. 419 at 9-11; *Cohen* Dkt. 130 at 9-11. In fact, the Class
17 Notices here are superior because the Settlement Administrator will mail and email
18 (where possible) all known Class Members the full, detailed Long-form Notice; Class
19 Counsel and the Notice Administrator have updated the contact information for
20 hundreds of Class Members; and national press attention has increased awareness by
21 Class Members about the status of these Actions and the Settlement relief available.

22 Further, the proposed Class Notices are plain and easily understood, consistent
23 with the guidelines set forth by the Federal Judicial Center. *See* <http://www.fjc.gov/>
24 (last visited on Dec. 12, 2016). The Class Notices provide neutral, objective, and
25 accurate information about the nature of the Actions and the Settlement. *See id.* The
26 Class Notices describe the claims, the Class Members, the relief provided under the
27 Settlement, and Class Member’s rights and options, including the deadlines and means
28

1 of submitting a Claim Form, objecting, and/or appearing at the Final Approval
2 Hearing personally or through counsel. *See id.*

3 The Parties submit that the Class Notices provide the best notice practicable
4 under the circumstances and will be highly effective in reaching the Class Members.

5 **D. Class Members Already Had an Opportunity to Opt Out**

6 As described above, Class Members will have an opportunity to submit a Claim
7 Form or to object to the Settlement. However, there will not be a second opportunity
8 to opt out because the Court previously ordered the dissemination of individual notice
9 to reasonably-identifiable Class Members and ample opportunity to opt out.

10 In the Ninth Circuit, members of a Rule 23(b)(3) class need not be given a
11 second chance to opt out at the settlement stage. *See Officers for Justice v. Civil Serv.*
12 *Comm'n*, 688 F.2d 615, 623 (9th Cir. 1982); *cf. Ridgeway v. Wal-Mart Stores, Inc.*,
13 No. 08-cv-05221-SI, 2016 U.S. Dist. LEXIS 116748, at *12 (N.D. Cal. Aug. 30,
14 2016) (distinguishing *Officers for Justice* as holding that class members need not be
15 given a second opportunity to opt out after the opt-out deadline to avoid a settlement
16 agreement); *see also* Fed. R. Civ. P. 23(e)(4) (courts have discretion whether to
17 approve a settlement without a second opportunity to opt out).

18 Though class members must be given an opportunity to object to a class action
19 settlement, they need not be given a second opportunity to opt out of the class:

20 All named plaintiffs and class members were given the opportunity to
21 exclude themselves from the class. Byrd did not. His argument amounts
22 to a request to now exercise that option once passed over, and after being
23 fully informed of the terms of the settlement. Although some class
24 action settlements have provided such an opt-out feature, they are
25 unusual and probably result from the bargaining strength of the class
26 negotiators. Nevertheless, ***we have found no authority of any kind***
27 ***suggesting that due process requires that members of a Rule 23(b)(3)***
class be given a second chance to opt out. We think it does not. Byrd's
rights are protected by the mechanism provided in the rule: approval by
the district court after notice to the class and a fairness hearing at which
dissenters can voice their objections, and the availability of review on
appeal. Moreover, to hold that due process requires a second opportunity
to opt out after the terms of the settlement have been disclosed to the
class would impede the settlement process so favored in the law.

28 *Officers for Justice*, 688 F.2d at 634-35.

1 On September 21, 2015, the Court ordered a joint Notice of Pendency to be
2 disseminated to all Class Members in these Actions—the same Class Members
3 included in the Settlement, providing them with an opportunity to “opt-out.” *Low*
4 Dkt. 419 at 10-11; *Cohen* Dkt. 130 at 10-11. In its order, the Court explicitly ordered
5 that “[a]ny Class Member who does not send a completed, signed request for
6 exclusion to the Notice Administrator post-marked on or before the Opt-Out Deadline
7 will be deemed to be a Member of the Class *for all purposes and bound by all further*
8 *orders and judgments of the Court.*” *Low* Dkt. 419 at 10-11; *Cohen* Dkt. 130 at 10-
9 11. On November 16, 2015, the Opt-Out Deadline expired in both Actions in
10 accordance with the Court’s September 21, 2015 order. *See Low* Dkt. 419 at 11;
11 *Cohen* Dkt. 130 at 10. Ten (10) former students submitted timely opt-out requests,
12 and three (3) others submitted late opt-out requests, which were granted by the Court
13 as recently as September 21, 2016. *See, e.g., Cohen* Dkt. 278.

14 The Court has provided Class Members with individual notice of these Actions,
15 ample opportunity to opt out, and an explicit warning that failure to opt out would
16 mean that they would be deemed a Class Member for all purposes and that all future
17 orders and judgments would be binding on them. Thus, as in *Officers of Justice*, Class
18 Members need not be given a second opportunity to opt out at the settlement stage.

19 **VI. THE PARTIES’ PROPOSED SCHEDULE OF EVENTS**

20 The last step in the settlement approval process is to hold a Final Approval
21 Hearing at which the Court will hear argument and make a final decision about
22 whether to approve the Settlement pursuant to Rule 23(e)(3). *See Manual for*
23 *Complex Litigation, supra*, at §21.63.

24 The Parties have submitted a proposed PAO concurrently with this joint
25 motion, pursuant to Local Civil Rule 7.2(c), setting forth the proposed schedule of
26 events from here through final approval. The Parties believe that the Court may enter
27 the PAO without the need for a hearing, unless the Court has questions, given that the
28 Court will hold a Final Approval Hearing once Class Members weigh in.

1 Specifically, the Parties propose the following schedule:

2 Settlement Amount Due Date	January 18, 2017
3 Deadline for commencing the mailing of the Long-form Notice and Claim Form and publishing the Summary Notice	15 calendar days after entry of the PAO
4 Deadline for filing a final approval motion and application for Service Awards	60 calendar days after entry of the PAO
5 Deadline for submitting Claim Forms	75 calendar days after entry of the PAO
6 Deadline for objecting to the Settlement	
7 Deadline for filing a reply in support of final approval and Service Awards; deadline for Settlement Administrator declaration	7 calendar days before Final Approval Hearing
8 Final Approval Hearing	Approximately 100 calendar days after entry of the PAO, at the Court's convenience

9 The Parties respectfully submit that this proposed schedule complies with Rule
10 23 and CAFA, while securing the recoveries for Class Members in a timely fashion.

11 **VII. CONCLUSION**

12 The Parties respectfully request that the Court grant their motion for
13 preliminary approval and enter an order substantially in the form of their proposed
14 PAO, which is Exhibit A to the Agreement.

15 DATED: December 19, 2016

Respectfully submitted,

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19 X. JAY ALVAREZ
20 JASON A. FORGE
21 RACHEL L. JENSEN
22 DANIEL J. PFEFFERBAUM
23 BRIAN E. COCHRAN
24 JEFFREY J. STEIN

25 s/ Rachel L. Jensen
26 _____
27 RACHEL L. JENSEN
28

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Attorneys for Defendants
DONALD J. TRUMP and
TRUMP UNIVERSITY, LLC

CERTIFICATE OF SERVICE

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I hereby certify that on December 19, 2016, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List, and I hereby certify that I caused to be mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on December 19, 2016.

s/ Rachel L. Jensen
RACHEL L. JENSEN

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Mailing Information for a Case 3:10-cv-00940-GPC-WVG Low v. Trump University, LLC et al**Electronic Mail Notice List**

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- (No manual recipients)

EXHIBIT 1

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15 Class Counsel

16 UNITED STATES DISTRICT COURT
 17 SOUTHERN DISTRICT OF CALIFORNIA

18	SONNY LOW, J.R. EVERETT and)	No. 3:10-cv-00940-GPC(WVG)
	JOHN BROWN, on Behalf of)	
19	Themselves and All Others Similarly)	<u>CLASS ACTION</u>
	Situated,)	
20)	STIPULATION OF CLASS ACTION
	Plaintiffs,)	SETTLEMENT
21	vs.)	
)	
22	TRUMP UNIVERSITY, LLC, a New)	
	York Limited Liability Company and)	
23	DONALD J. TRUMP,)	
)	
24	Defendants.)	

25
26 [Caption continued on following page.]

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28

1 ART COHEN, Individually and on)
2 Behalf of All Others Similarly Situated,)

3 Plaintiff,)

4 vs.)

5 DONALD J. TRUMP,)

6 Defendant.)

No. 3:13-cv-02519-GPC-WVG

CLASS ACTION

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1 Subject to the Court's approval, the Parties hereby stipulate and agree that, in
2 consideration for the promises and covenants in this Agreement, and upon the
3 occurrence of the Effective Date, these Actions shall be fully resolved, settled and
4 compromised upon the terms and conditions contained herein.

5 **I. RECITALS**

6 WHEREAS, from 2007 through May 23, 2010, defendants sold and provided
7 thousands of Live Events under the Trump University moniker throughout the United
8 States, including nearly 6,000 (net of refunds) three-day introductory seminars at an
9 average price of \$1,495, and approximately 1,000 (net of refunds) Elite packages and
10 in-person mentorships, which ranged from \$9,995 to \$34,995.

11 WHEREAS, on April 30, 2010, a class action complaint was filed in the *Low*
12 Action against Trump University for violations of state consumer laws and financial
13 elder abuse, seeking refunds and other relief. *See Low* Dkt. 1.

14 WHEREAS, on May 26, 2010, Trump University filed a counterclaim against
15 former class representative Tarla Makaeff for defamation. *See Low* Dkt. 4.

16 WHEREAS, on December 16, 2010, Donald J. Trump was named as an
17 individual defendant in the *Low* Action. *See Low* Dkt. 41.

18 WHEREAS, on October 18, 2013, a class action complaint was filed in the
19 *Cohen* Action against Donald J. Trump for violation of the Racketeer Influenced and
20 Corrupt Organizations Act, seeking refunds and other relief. *See Cohen* Dkt. 1.

21 WHEREAS, on February 21, 2014, the Court certified a class of California,
22 Florida, and New York Trump University Live Event purchasers in the *Low* Action.
23 *See Low* Dkt. 298.

24 WHEREAS, on October 27, 2014, the Court certified a nationwide class of
25 Trump University Live Event purchasers in the *Cohen* Action. *See Cohen* Dkt. 53.

26 WHEREAS, on June 17, 2014, on remand after appeal to the Ninth Circuit
27 Court of Appeals, the Court granted Makaeff's anti-SLAPP motion to strike Trump
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1 University's counterclaim in the *Low* Action and subsequently awarded Class Counsel
2 \$790,083.40 in attorneys' fees and \$8,695.81 in costs. *See Low* Dkts. 328, 404.

3 WHEREAS, on September 18, 2015, the Court decertified damages issues in
4 *Low* and bifurcated liability and damages for purposes of trial. *See Low* Dkt. 418.

5 WHEREAS, on September 21, 2015, the Court ordered a joint class notice
6 ("Notice of Pendency") to be disseminated to all Class Members in the Actions,
7 providing an opportunity to "opt-out" and ordering that "[a]ny Class Member who
8 does not send a completed, signed request for exclusion to the Notice Administrator
9 post-marked on or before the Opt-Out Deadline will be deemed to be a Member of the
10 Class for all purposes and bound by all further orders and judgments of the Court."
11 *Low* Dkt. 419; *Cohen* Dkt. 130.

12 WHEREAS, on November 16, 2015, the Opt-Out Deadline expired in both
13 Actions. *Low* Dkt. 419 at 11; *Cohen* Dkt. 130 at 10.

14 WHEREAS, on August 2, 2016, the Court issued an order setting a
15 November 28, 2016 trial date in the *Low* Action. *See Low* Dkt. 502.

16 WHEREAS, on November 18, 2016, the Parties executed a term sheet, setting
17 forth the basic terms of settlement between Plaintiffs, on behalf of themselves and the
18 Class, and Defendants.

19 WHEREAS, in reaching agreement on terms of settlement, the Parties engaged
20 in arm's-length negotiations under the auspices of the Honorable Jeffrey T. Miller of
21 the United States District Court for the Southern District of California.

22 WHEREAS, taking into account the costs, burden, and uncertainty inherent in
23 any litigation, Plaintiffs and Defendants have each concluded that it is desirable and
24 beneficial that the Actions be fully and finally settled and terminated in the manner
25 and upon the terms and conditions set forth in this Agreement.

26 WHEREAS, in the course of the litigation, Class Counsel extensively
27 investigated the facts and law relating to Plaintiffs' class claims in the Actions,
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1 including briefing over 150 motions, reviewing tens of thousands of documents,
2 taking and defending 65 depositions, and consulting with experts.

3 WHEREAS, Plaintiffs and Class Counsel have concluded that the Settlement is
4 fair, reasonable, adequate and in the best interests of the Class.

5 WHEREAS, Defendants deny all of the claims and contentions in the Actions,
6 any wrongdoing, any liability to Plaintiffs or any Class Members, and any and all
7 alleged wrongdoing or liability arising out of or relating to any of the conduct,
8 statements, acts or omissions alleged in the *Low* and *Cohen* Actions (and believe there
9 are meritorious defenses and legal challenges to Plaintiffs' claims, as a class, as well
10 as to their underlying merits). Defendants further deny that they threatened or
11 attempted to commit any wrongful act or violation of law or duty alleged in the
12 Actions, and contend that they have acted properly in all regards in connection with
13 the Plaintiffs and the Class Members.

14 WHEREAS, Defendants acknowledge that Plaintiffs' and the Class Members'
15 claims were brought and litigated at all times in good faith and in accordance with
16 Federal Rule of Civil Procedure 11, and all other federal laws and rules of
17 professional responsibility, and the Parties will request a Final Approval Order and
18 Final Judgment reflecting that the Parties and their respective counsel have conducted
19 themselves in good faith throughout the litigation.

20 NOW, THEREFORE, this Agreement is entered into by and among the Parties,
21 by and through their respective counsel and representatives, and the Parties agree that:
22 (1) upon the Effective Date, the Actions and all Released Claims shall be settled and
23 compromised as between Plaintiffs and the Class on the one hand, and Defendants on
24 the other; and (2) upon the Court's entry of a Final Approval Order, a Final Judgment
25 shall dismiss the Actions with prejudice and release all Released Claims.

26 **II. DEFINITIONS**

27 For purposes of this Agreement, the following terms shall have the meanings
28 set forth below, unless otherwise noted:

1 1. “Actions” means the two related class actions that are pending before the
2 Honorable Gonzalo P. Curiel and the Honorable William V. Gallo: *Low, et al. v.*
3 *Trump University LLC and Donald J. Trump*, No. 10-cv-00940-GPC-WVG (S.D.
4 Cal.) (“*Low Action*”) and *Cohen v. Donald J. Trump*, No. 13-cv-02519-GPC-WVG
5 (S.D. Cal.) (“*Cohen Action*”).

6 2. “Agreement” means this Stipulation of Class Action Settlement,
7 including all the attached Exhibits, which are an integral part of the Agreement and
8 incorporated in their entirety by reference.

9 3. “Award” means the monetary relief provided to an Eligible Class
10 Member from the Net Settlement Fund.

11 4. “CAFA Notice” means the notice of this Settlement to the appropriate
12 federal and state officials, as provided by the Class Action Fairness Act, 28 U.S.C.
13 §1715 (“CAFA”).

14 5. “Claims Deadline” means the date by which Class Members are required
15 to submit their Claim Form, which the Parties will request to be seventy-five (75)
16 calendar days after entry of the Preliminary Approval Order.

17 6. “Claim Form” means the form to be submitted by a Class Member to the
18 Settlement Administrator in the form of Exhibit A3 hereto, subject to Court approval.

19 7. “Class” or “Class Members” mean all persons who purchased a Trump
20 University Live Event in the United States from 2007 through May 23, 2010, and who
21 have not yet received a full refund. Excluded from the Class are Defendants, their
22 representatives and employees, their affiliates and any entity in which Defendants
23 have a controlling interest, as well as all judges assigned to the Actions, and their
24 immediate family members.

25 8. “Class Notices” means the forms of notice to Class Members,
26 substantially in the forms of Exhibits A1-A2 hereto, specifically the Long-form Notice
27 and the Summary Notice, which inform Class Members of: (i) the substantive terms of
28 this Agreement; (ii) the process by which Class Members may file a Claim Form for

1 an Award from the Net Settlement Fund; (iii) the process by which Class Members
2 may object; (iv) the date, time, and location of the Final Approval Hearing; and (v) the
3 terms of any application(s) for Service Awards.

4 9. “Class Notice Date” means the deadline for the mailing and emailing of
5 the Long-form Notice to all reasonably-identified Class Members and the Summary
6 Notice to be published in the USA Today, which the Parties will request to be fifteen
7 (15) calendar days after entry of the Preliminary Approval Order.

8 10. “Class Counsel” means Robbins Geller Rudman & Dowd LLP
9 (“RGRD”) and Zeldes Haeggquist & Eck, LLP (“ZHE”), and any individual who is a
10 partner of, member of, employee of and/or in any way affiliated with, these law firms.

11 11. “Class Representatives” means all five current and former Court-
12 appointed class representatives in the Actions. *See Low Dkt. 298; Cohen Dkt. 53.*

13 12. “Court” means the United States District Court for the Southern District
14 of California, the Honorable Gonzalo P. Curiel presiding.

15 13. “Defendants” means Trump University and Donald J. Trump.

16 14. “Defendants’ Counsel” shall mean the following counsel of record for
17 Defendants: O’Melveny & Myers LLP and Jill A. Martin.

18 15. “Effective Date” means three (3) business days after the date by which all
19 of the events and conditions in ¶XI.2 of this Agreement have been met or occurred.

20 16. “Eligible Class Member” means a Class Member who has submitted a
21 timely, valid Claim Form and is entitled to an Award.

22 17. “Escrow Agent” means Robbins Geller Rudman & Dowd LLP.

23 18. “Final” means when the last of the following occurs: (i) the expiration of
24 the time to file a motion to alter or amend the Final Judgment and Order Approving
25 Settlement under Federal Rule of Civil Procedure 59(e) without any such motion
26 having been filed; (ii) the time in which to appeal the Final Judgment and Final
27 Approval Order has passed without any appeal having been taken; and (iii) if a motion
28 to alter or amend the Final Judgment and Final Approval Order is filed or if an appeal

1 is taken, immediately after the final determination of that motion or appeal so that it is
2 no longer subject to any further judicial review or appeal whatsoever, whether by
3 reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the
4 appeal or otherwise in such a manner as to permit the consummation of the
5 Settlement, in accordance with the terms and conditions of this Agreement. For
6 purposes of this paragraph, an “appeal” shall include any petition for a writ of
7 certiorari or other writ that may be filed in connection with approval or disapproval of
8 this Settlement. Any appeal or proceeding seeking subsequent judicial review
9 pertaining solely to Service Awards shall not in any way delay or affect the time set
10 forth above for the Final Judgment and Final Approval Order to become Final, or
11 otherwise preclude the Final Judgment and Final Approval Order from becoming
12 Final.

13 19. “Final Approval Hearing” means the hearing at which the Court will
14 determine the fairness, adequacy, and reasonableness of the Settlement.

15 20. “Final Approval Order” means the order to be entered by the Court,
16 substantially in the form of Exhibit B hereto, approving the Settlement as fair,
17 adequate, and reasonable, and issuing such other findings and determinations as the
18 Court deems necessary and appropriate to implement the Agreement.

19 21. “Guaranteeing Defendant” means Donald J. Trump who, by and through
20 this Agreement, guarantees payment of the full Settlement Amount by the Due Date
21 should the Paying Defendant fail to pay the full Settlement Amount by the Due Date.

22 22. “Live Events” means all live in-person seminars and in-field mentorships
23 in the United States from 2007 through May 23, 2010, inclusive, like the 3-day
24 “Fulfillment” seminar and any “Elite” program offered by Trump University.

25 23. “Long-form Notice” means the full notice to be mailed and emailed to all
26 reasonably-identifiable Class Members and posted on the Settlement Website and
27 Class Counsel’s websites, substantially in the form of Exhibit A1 hereto.

28

1 24. “MOA” means the November 18, 2016 Memorandum of Agreement
2 entered into by the parties and filed in the action styled, *The People of the State of*
3 *New York by Eric T. Schneiderman, et al. v. The Trump Entrepreneur Initiative LLC,*
4 *f/k/a Trump University LLC, et al.*, Dkt. No. 310 (Index No. 451463/13).

5 25. “Net Purchase Amount” means the total amount paid for all Trump
6 University Live Events by an Eligible Class Member, minus all refunds that he or she
7 received, if any, for such Live Events.

8 26. “Net Settlement Fund” means the Settlement Fund, less moneys paid to
9 the NYAG, Taxes and Tax Expenses, and Service Awards.

10 27. “Notice and Administration Expenses” means all costs and expenses
11 incurred by the Settlement Administrator to administer the Class Notice program and
12 Settlement Fund pursuant to this Agreement and all other applicable Court orders. All
13 Notice and Administration Expenses shall be paid from the amount payable to the
14 NYAG.

15 28. “NYAG” means the New York Attorney General.

16 29. “NYAG Action” means the action brought by the NYAG, styled: *The*
17 *People of the State of New York by Eric T. Schneiderman, et al. v. The Trump*
18 *Entrepreneur Initiative LLC, f/k/a Trump University LLC, et al.* (Index No.
19 451463/13) (filed Aug. 24, 2013).

20 30. “Objection Date” means the date set forth in the Preliminary Approval
21 Order by which a Class Member must file and serve an objection to the Settlement.

22 31. “Party” means Plaintiffs or Defendants, and “Parties” means Plaintiffs
23 and Defendants collectively.

24 32. “Paying Defendant” means Trump University.

25 33. “Person” means an individual, corporation, partnership, limited
26 partnership, association, joint stock company, estate, legal representative, trust,
27 unincorporated association, government or any political subdivision or agency thereof,
28

1 and any business or legal entity and their spouses, heirs, predecessors, successors,
2 representatives, or assignees.

3 34. "Plaintiffs" means John Brown, Art Cohen, J.R. Everett, and Sonny Low.

4 35. "Preliminary Approval Order" means the Court order preliminarily
5 approving this Settlement, substantially in the form of Exhibit A hereto.

6 36. "Released Claims" means any and all manner of claims, actions, causes
7 of action, cross-claims, counter-claims, charges, demands, judgments, executions,
8 suits, obligations, dues, debts, sums of money, accounts, reckonings, bonds, bills,
9 promises, damages, losses, specialties, setoffs, rights of recovery, agreements,
10 decrees, matters, issues, controversies, or liabilities of any kind, nature or description
11 whatsoever, whether direct, derivative or brought in any other capacity, whether class
12 or individual, known or unknown, suspected or unsuspected, asserted or unasserted,
13 accrued or unaccrued, foreseen or unforeseen, fixed or contingent, liquidated or not
14 liquidated, in law or equity, or arising under constitution, statute, regulation,
15 ordinance, contract, or otherwise in nature, for fees, costs, interest, penalties, fines,
16 debts, expenses, attorneys' fees, and damages, and liabilities of any nature whatsoever
17 (including joint and several), directly or indirectly, that Released Plaintiffs and Class
18 Members or Released Defendants have or could have asserted in the Actions or that
19 arise from or relate to either the same transactional nucleus of facts or the initiation,
20 prosecution, or resolution of the Actions themselves. Provided, however, that
21 Plaintiffs and Defendants will retain the right to enforce this Agreement, Preliminary
22 and Final Approval Orders, Final Judgment, and other orders or judgments issued by
23 the Court relating to Class Notice or the Settlement, or other related documents.

24 37. "Released Defendants" means Defendants and each of their current,
25 former or future subsidiaries, affiliates, divisions, related companies, controlling
26 persons, employees, representatives, officers, directors, owners, members,
27 shareholders, parents, families, children, partners, joint venturers, insurers, creditors,
28

1 agents, attorneys, heirs, executors, administrators, estates, predecessors, successors,
2 and assigns.

3 38. “Released Plaintiffs and Class Members” means every current and former
4 plaintiff, each Class Member, Class Counsel, and to the full extent permissible under
5 law, each of their current, former or future subsidiaries, affiliates, divisions, related
6 companies, controlling persons, employees, representatives, officers, directors,
7 shareholders, parents, families, children, partners, joint venturers, insurers, creditors,
8 agents, attorneys, heirs, executors, administrators, estates, predecessors, successors,
9 and assigns.

10 39. “Releasing Defendants” means Defendants and each of their current,
11 former or future subsidiaries, affiliates, divisions, related companies, controlling
12 persons, employees, representatives, officers, directors, owners, members,
13 shareholders, parents, families, children, partners, joint venturers, insurers, creditors,
14 agents, attorneys, heirs, executors, administrators, estates, predecessors, successors,
15 and assigns.

16 40. “Releasing Plaintiffs and Class Members” means every current and
17 former plaintiff, each Class Member, Class Counsel, and to the full extent permissible
18 under law, each of their current, former or future subsidiaries, affiliates, divisions,
19 related companies, parents, families, children, partners, joint venturers, insurers,
20 creditors, agents, successors, assigns, and other than in their individual capacities their
21 controlling persons, representatives, officers, directors, employees, shareholders,
22 attorneys, heirs, executors, and administrators.

23 41. “Service Awards” means the amounts awarded to the Class
24 Representatives in recognition of their time and effort in pursuing the Actions and
25 fulfilling his or her obligations and responsibilities as a class representative. Service
26 Awards shall be paid from the Settlement Fund and are in addition to any Awards
27 provided for Class Members under the terms of this Agreement.

28 42. “Settlement” means the terms embodied by this Agreement.

1 43. “Settlement Administrator” means the Better Business Bureau of
2 Metropolitan New York.

3 44. “Settlement Amount” means the non-reversionary payment of
4 \$25 million (\$25,000,000.00) by Paying Defendant and guaranteed by Guaranteeing
5 Defendant as full compensation to Plaintiffs and the Class Members for the Released
6 Claims, including \$4 million (\$4,000,000.00) payable to the NYAG pursuant to the
7 MOA, which amount includes all Notice and Administration Expenses.

8 45. “Settlement Fund” means the Settlement Amount, plus all interest and
9 accretions thereto.

10 46. “Settlement Website” means the Internet website to be established by the
11 Settlement Administrator to provide information to Class Members and the public
12 about this Agreement.

13 47. “Summary Notice” means the short-form notice to be published in the
14 national edition of USA Today, substantially in the form of Exhibit A2 hereto.

15 48. “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs,
16 imposts, and other charges of any kind (together with any and all interest, penalties,
17 additions to tax and additional amounts imposed with respect thereto) imposed by any
18 governmental authority.

19 49. “Trump University” means Trump Entrepreneur Initiative LLC (“TEI”)
20 and the entity formerly known as Trump University LLC.

21 50. “Unknown Claims” means all Released Claims which any Plaintiff,
22 Defendant, or Class Member do not know or suspect to exist in his, her, or its favor at
23 the time of the release, which if known by him, her, or it, might have affected his, her,
24 or its decision not to object to this Settlement or release of the Released Defendants or
25 Released Plaintiffs and Class Members. With respect to any and all Released Claims,
26 the Parties stipulate and agree that upon the Effective Date, the Parties shall, to the
27 fullest extent permitted by law, fully, finally, and forever expressly waive and
28 relinquish with respect to the Released Claims, any and all provisions, rights, and

1 benefits of §1542 of the California Civil Code and any and all similar provisions,
2 rights, and benefits conferred by any law of any state or territory of the United States
3 or principle of common law that is similar, comparable, or equivalent to §1542 of the
4 California Civil Code, which provides: “A general release does not extend to claims
5 which the creditor does not know or suspect to exist in his or her favor at the time of
6 executing the release, which if known by him or her must have materially affected his
7 or her settlement with the debtor.” Cal. Civ. Code §1542.

8 **III. AWARDS TO ELIGIBLE CLASS MEMBERS**

9 1. Class Members will have the ability to submit a Claim Form for an
10 Award based on their total Net Purchase Amount. If the total Net Purchase Amount
11 from all valid Claim Forms exceeds the amount of the Net Settlement Fund, the Net
12 Settlement Fund will be distributed on a *pro rata* basis to Eligible Class Members.

13 2. Only Class Members who submit timely and valid Claim Forms shall be
14 eligible for an Award. To be valid, a Claim Form in the form of Exhibit A3 hereto
15 must be submitted to the Settlement Administrator on or before the Claims Deadline
16 by regular First Class mail, fax, electronic mail, or via the Settlement Website. In
17 addition, upon request by the Settlement Administrator, the Class Member must
18 provide documentation of his or her purchase of a Trump University Live Event. All
19 Class Members who fail to timely submit a valid Claim Form by the Claims Deadline
20 shall be forever barred from receiving any Award pursuant to this Agreement, but will
21 in all other respects be subject to and bound by the provisions of this Agreement, the
22 Releases contained herein, the Final Approval Order, and the Final Judgment.
23 Notwithstanding the Claims Deadline, Class Counsel shall have the discretion (but not
24 the obligation) to accept late-submitted Claim Forms for processing by the Settlement
25 Administrator so long as the distribution of Awards to Eligible Class Members is not
26 materially delayed thereby.

27 3. Awards will be paid from the Net Settlement Fund to all Eligible Class
28 Members, calculated as follows: Each Eligible Class Member shall receive an Award

1 equal to the percentage of the Net Settlement Fund that each Eligible Class Member's
2 Net Purchase Amount bears to the total of all Net Purchase Amounts. Payment in this
3 manner shall be deemed conclusive against all Eligible Class Members.

4 4. The Parties will request that the Court set the Claims Deadline to expire
5 seventy-five (75) days after entry of the Preliminary Approval Order.

6 5. In administering the Net Settlement Fund, the Settlement Administrator
7 shall act in good faith and make reasonable efforts to determine whether a Claim Form
8 is valid and payable in accordance with this Agreement and the Court's settlement-
9 related orders. That determination shall be based on (i) the information provided on
10 the Claim Form; (ii) the documentation provided by Defendants; and (iii) any
11 documentation provided by the Class Member, upon request. The Settlement
12 Administrator shall have discretion to review and approve Claim Forms with the
13 objectives of efficiency and effecting substantial justice to the Parties and Class
14 Members, based on documentation provided by Defendants about Trump University
15 Live Event purchases and refunds. Where no such documentation is available from
16 Defendants to verify purchase, the claimant will be asked to provide documentary
17 verification of his or her purchase to be deemed an Eligible Class Member. The
18 Settlement Administrator shall have the right to contact Class Members to complete or
19 validate their Claim Forms, even after the Claims Deadline has expired. The validity
20 of a Claim Form and amount of any Award will be assessed based on the totality of
21 the information and documentation provided by Defendants and the claimant.

22 6. The inability of a Class Member to provide details about a purchase or
23 refund will not *per se* invalidate a Claim Form, but will be assessed with other factors
24 for purposes of validation. If a timely-submitted Claim Form is rejected by the
25 Settlement Administrator as deficient in some material respect (for example, the Class
26 Member failed to sign the Claim Form, or there is no documentation establishing that
27 the claimant is a Class Member), the Settlement Administrator shall notify the
28 claimant in writing to give the claimant the chance to remedy any deficiencies,

1 including a follow-up telephone call, if necessary. The Settlement Administrator will
2 also provide the claimant with Class Counsel's contact information to seek Class
3 Counsel's assistance. Class Members shall have fifteen (15) calendar days from
4 notification of the deficiency to cure the deficiency.

5 7. If a claimant wishes to dispute the rejection of a Claim Form or the
6 calculation of his or her Award (if any), he or she may so notify the Settlement
7 Administrator and produce any supporting information or documentation requested by
8 the Settlement Administrator. The Settlement Administrator will evaluate the
9 information or documentation submitted by the claimant, consult with Class Counsel,
10 and make the decision as to whether the claim should be rejected. The determination
11 by the Settlement Administrator will be final and binding. The Class Member will be
12 notified in writing of the results of the disputed claim by the Settlement Administrator.

13 8. If after the Award check stale date (*i.e.*, more than ninety (90) days from
14 the Award check's issue date), there is a balance remaining in the Net Settlement
15 Fund, due to any Award checks being undeliverable or not being cashed, the
16 Settlement Administrator shall distribute such remaining funds by way of additional
17 *pro rata* Award checks to Eligible Class Members who cashed their prior Award
18 checks in an equitable and economical fashion. The Settlement Administrator shall
19 use its best efforts to distribute any remaining Net Settlement Fund within ninety (90)
20 days after the stale date to all Eligible Class Members who cashed their prior checks.
21 This process shall continue until the Net Settlement Fund is exhausted. Within ten
22 (10) calendar days of exhausting the Net Settlement Fund, the Settlement
23 Administrator will provide written notice to the Parties' Counsel of the same.

24 9. The Escrow Agent shall cause to be filed all required federal, state, and
25 local information returns which may be required with respect to payments made to
26 Eligible Class Members as consistent with Treas. Reg. §1.468B-2(1) and described in
27 ¶IV.C.1.d and shall secure such certificates from such Eligible Class Members as it
28 may determine may be required in order to file such information returns.

1 **IV. SETTLEMENT FUND**

2 **A. Payment to the Escrow Account**

3 1. On or before January 18, 2017, the Paying Defendant shall pay the
4 Settlement Amount into an escrow account controlled and maintained by the Escrow
5 Agent (the “Escrow Account”), subject to continuing Court oversight for the purpose
6 of resolving or satisfying the claims in the Actions. The deadline for the Paying
7 Defendant’s payment to the Escrow Account is called the “Due Date.” The Escrow
8 Account will be a segregated account containing the Settlement Amount, plus any
9 accrued interest. Funds may only be withdrawn from the Escrow Account in
10 accordance with this Agreement or any other Court order.

11 2. At least fifteen (15) calendar days prior to the Due Date, Plaintiffs shall
12 provide Defendants with ACH instructions for paying the Settlement Amount into the
13 Escrow Account and a completed form W-9.

14 3. Within seven (7) calendar days of payment as set forth in Paragraph 1
15 above, the Escrow Agent shall pay \$4,000,000.00 to the NYAG. Within fourteen (14)
16 calendar days of paying all Notice and Administration Expenses, monetary relief for
17 non-Plaintiffs, and those non-Class Members who were TEI students, along with any
18 civil penalties or costs to the NYAG, the NYAG shall notify Class Counsel of any
19 remainder and cause such amount to be paid into the Escrow Account distributed to
20 Eligible Class Members.

21 4. As a condition precedent and material inducement to Plaintiffs to enter
22 into this Agreement, Guaranteeing Defendant hereby unconditionally, irrevocably,
23 and absolutely guarantees to Plaintiffs full payment of the Settlement Amount by the
24 Due Date should the Paying Defendant fail to pay the full Settlement Amount by the
25 Due Date. Plaintiffs may enforce this guaranty without prior enforcement against
26 Paying Defendant. Defendants’ Counsel warrant that they are agents of Guaranteeing
27 Defendant and duly authorized to enter into this Agreement, which constitutes a legal,
28 valid, and binding guaranty enforceable against Guaranteeing Defendant as though

1 personally executed and delivered by him. Defendants' Counsel and Guaranteeing
2 Defendant agree time is of the essence for this Agreement.

3 **B. The Escrow Agent**

4 1. Upon receipt, the Escrow Agent shall invest the Settlement Amount
5 deposited pursuant to ¶IV.A.1 in United States Agency or Treasury Securities or other
6 instruments backed by the Full Faith & Credit of the United States Government or an
7 Agency thereof, or fully insured by the United States Government or an Agency
8 thereof and shall reinvest the proceeds of these instruments as they mature in similar
9 instruments at their then-current market rates. All risks related to the investment of
10 the Settlement Fund in accordance with the investment guidelines set forth in this
11 paragraph shall be borne by the Settlement Fund, and the Released Defendants shall
12 have no responsibility for, interest in, or liability whatsoever with respect to
13 investment decisions or the actions of the Escrow Agent, or any transactions executed
14 by the Escrow Agent.

15 2. The Escrow Agent shall not disburse the Settlement Fund except as
16 provided in this Agreement, by an order of the Court, or with the written agreement of
17 Defendants' Counsel.

18 3. Subject to further order(s) and/or directions by the Court, or as provided
19 in the Agreement, the Escrow Agent is authorized to execute such transactions as are
20 consistent with the terms of this Agreement. The Released Defendants shall bear no
21 responsibility for, or liability whatsoever with respect to, the actions of the Escrow
22 Agent, or any transaction executed by the Escrow Agent.

23 4. All funds held by the Escrow Agent shall be deemed and considered to be
24 in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court,
25 until such time as such funds shall be distributed pursuant to the Agreement and/or
26 further order(s) of the Court.

27 **C. Taxes**

28 1. Qualified Settlement Fund

1 (a) The Parties and the Escrow Agent agree to treat the Settlement
2 Fund as being at all times a “qualified settlement fund” within the meaning of Treas.
3 Reg. §1.468B-1. It is intended that all transfers by the Defendants to the Settlement
4 Fund will satisfy the “all events test” and the “economic performance” requirement of
5 §461(h)(1) of the Internal Revenue Code of 1986, as amended, and the regulations
6 promulgated thereunder, (the “Code”) and Treas. Reg. §1.461-1(a)(2). As such, the
7 Defendants shall not be taxed on the income of the Settlement Fund. The Settlement
8 Fund shall be taxed on its modified gross income, excluding the sums, or cash
9 equivalents of things, transferred to it. In computing the Settlement Fund’s modified
10 gross income, deductions shall be allowed for, *inter alia*, administrative costs and
11 other incidental deductible expenses incurred in connection with the operation of the
12 Settlement Fund, including, without limitation, state and local taxes, and legal,
13 accounting, and actuarial fees relating to the operation of the Settlement Fund. All
14 such computations of the Settlement’s modified gross income, as well as any
15 exclusions or deductions thereto, shall be compliant and consistent with Treas. Reg.
16 §1.468B-2(b)(1)–(4).

17 (b) In addition, the Escrow Agent shall timely make such elections as
18 necessary or advisable to carry out the provisions of this Agreement, including, if
19 appropriate, (i) the “relation-back election” (as defined in Treas. Reg. §1.468B-
20 1(j)(2)) to treat the Settlement Fund as coming into existence as a qualified settlement
21 fund as of the earliest permitted date or (ii) an election to apply settlement fund rules
22 as described in Treas. Reg. §1.468B-5(b)(2). Such elections shall be made in
23 compliance with the procedures and requirements contained in such regulations. It
24 shall be the responsibility of the Escrow Agent to timely and properly prepare and
25 deliver the necessary documentation for signature by all necessary parties, and
26 thereafter to cause the appropriate filing to occur.

27 (c) For the purpose of §1.468B of the Code, the “transferor” shall be
28 the Paying Defendant or the Guaranteeing Defendant in the event he must pay part or

1 all of the Settlement Amount. The transferor shall supply to the Escrow Agent the
2 statement required by Treas. Reg. §1.468B-3(e) by February 15 of the year following
3 the calendar year in which the transfer of the Settlement Amount is made to the
4 Settlement Fund.

5 (d) For the purpose of §1.468B of the Code, the “administrator” shall
6 be the Escrow Agent. The Escrow Agent shall apply for an employer identification
7 number for the Settlement Fund pursuant to Internal Revenue Service Form SS-4, and
8 in accordance with Treas. Reg. §1.468B-2(k)(4). The Escrow Agent shall timely and
9 properly file all informational and other tax returns as are necessary or advisable with
10 respect to the Settlement Fund (including, without limitation, the returns described in
11 Treas. Reg. §1.468B-2(k)). Furthermore, in accordance with the provisions of Treas.
12 Reg. §1.468B-2(l), the Escrow Agent shall cause to be filed all required federal, state,
13 and local information returns as are necessary or advisable with respect to any
14 payments made to Eligible Class Members. The Escrow Agent may retain certified
15 public accountants and legal counsel to consult with and advise the Escrow Agent (as
16 well as the Settlement Administrator) with respect to the preparation of any and all
17 appropriate income tax returns, information returns, or compliance withholding
18 requirements.

19 (e) The Escrow Agent shall be empowered to take all such actions as it
20 deems necessary to ensure that the Settlement Fund is treated as a “qualified
21 settlement fund” under §468B of the Code. Further, the Escrow Agent may request
22 that the Settlement Administrator petition the Court to amend, either in whole or in
23 part, any administrative provision of this Agreement, which causes unanticipated tax
24 consequences or liabilities inconsistent with the foregoing.

25 (f) In accordance with Treas. Reg. §1.468B-2(j), the taxable year of
26 the Settlement Fund shall be the calendar year and the Settlement Fund shall use an
27 accrual method of accounting, within the meaning of §446(c) of the Code.

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1 (g) All (1) Taxes (including any estimated Taxes, interest, or
2 penalties) arising with respect to the income earned by the Settlement Fund, including
3 any Taxes or tax detriments that may be imposed upon the Released Defendants or
4 Released Plaintiffs and Class Members or their respective counsel with respect to any
5 income earned by the Settlement Fund for any period during which the Settlement
6 Fund does not qualify as a “qualified settlement fund” for federal or state income tax
7 purposes, and (2) expenses and costs incurred in connection with the operation and
8 implementation of this section of the Agreement (including, without limitation,
9 expenses of tax attorneys and/or accountants and mailing and distribution costs and
10 expenses relating to filing, or failing to file, the returns described in this paragraph)
11 (“Tax Expenses”), shall be paid out of the Settlement Fund; in all events the Released
12 Defendants and their counsel shall have no liability or responsibility for the Taxes or
13 the Tax Expenses. The Escrow Agent shall indemnify and hold each of the Released
14 Defendants and their counsel harmless for Taxes and Tax Expenses (including,
15 without limitation, Taxes payable by reason of any such indemnification). Further,
16 Taxes and Tax Expenses shall be treated as, and considered to be, a cost of
17 administration of the Settlement Fund and shall be timely paid by the Escrow Agent
18 out of the Settlement Fund without prior order from the Court, and the Escrow Agent
19 shall be authorized (notwithstanding anything herein to the contrary) to withhold from
20 distribution to Class Members any funds necessary to pay such amounts, including the
21 establishment of adequate reserves for any Taxes and Tax Expenses (as well as any
22 amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2));
23 neither the Released Defendants nor their counsel are responsible nor shall they have
24 any liability for any Taxes or Tax Expenses. The Parties hereto agree to cooperate
25 with the Escrow Agent, each other, and their tax attorneys and accountants to the
26 extent reasonably necessary to carry out the provisions of this paragraph of the
27 Agreement.

28

1 2. Released Defendants are not and will not be obligated to compute,
2 estimate or pay any taxes on behalf of any Plaintiff, any Class Member, Class
3 Counsel, and/or the Settlement Administrator.

4 3. This Settlement is non-recapture. As of the Effective Date, Defendants,
5 and/or any other Person funding the Settlement on a Defendant's behalf, shall not
6 have any right to the return of the Settlement Fund or any portion thereof for any
7 reason.

8 **D. Termination of Settlement**

9 1. In the event that the Agreement is not approved by the Court in
10 substantially the form agreed-upon herein, or otherwise fails to become effective, the
11 Escrow Agent will: (i) immediately cease incurring costs reimbursable from the
12 Settlement Fund, and (ii) refund the Settlement Fund to Paying Defendant, including
13 all accrued interest thereon, less any amounts paid to the NYAG and Taxes or Tax
14 Expenses paid, incurred, or due and owing in connection with the Settlement within
15 thirty (30) calendar days of written notice by Defendants' Counsel, and pursuant to
16 written instructions from Defendants' Counsel in accordance with ¶XIII.1 herein.

17 **V. ADMINISTRATION OF THE SETTLEMENT FUND**

18 1. Subject to the supervision and direction of the Court and Class Counsel,
19 the Settlement Administrator shall (i) process Claim Forms and calculate Awards to
20 Eligible Class Members based on the information provided by Class Members in their
21 Claim Forms, including any documentation provided by Class Members, and records
22 provided by the Parties; and (ii) distribute the Net Settlement Fund to Eligible Class
23 Members.

24 2. The Settlement Fund shall be applied as follows:

- 25 (a) Payment of Awards to all Eligible Class Members;
26 (b) Payment to the NYAG, which includes Notice and Administration
27 Expenses;
28 (c) Payment of Taxes and Tax Expenses; and

1 (d) Payment of Service Awards.

2 3. Released Defendants shall have no responsibility for, interest in, or
3 liability whatsoever with respect to the distribution of the Settlement Fund, the
4 determination, administration, or calculation of Awards, the payment or withholding
5 of Taxes or Tax Expenses, or any losses incurred in connection therewith. Plaintiffs,
6 Class Members, and Class Counsel release Released Defendants from any and all
7 liability and claims arising from or with respect to the administration, investment, or
8 distribution of the Settlement Fund.

9 4. No Person shall have any claim against Plaintiffs, Class Counsel or the
10 Settlement Administrator, or any other Person designated by Class Counsel, based on
11 the amount of an Award, or the determination, calculation, or distribution thereof
12 made substantially in accordance with this Agreement and the Settlement contained
13 herein, or further order(s) of the Court.

14 5. The Settlement Administrator shall assist with various administrative
15 tasks, including, without limitation, (i) mailing or arranging for the mailing and
16 emailing of the Long-form Notice; (ii) handling returned mail and email not delivered
17 to Class Members; (iii) attempting to obtain updated postal and/or email address
18 information for Class Members and for any Notice returned without a forwarding
19 address or an expired forwarding address; (iv) making any additional mailings as
20 necessary or appropriate to administer the Net Settlement Fund; (v) the publishing of
21 the Summary Notice in the national edition of USA Today; (vi) answering inquiries
22 from Class Members; (vii) receiving and maintaining on behalf of the Court and the
23 Parties any Class Member correspondence; (viii) establishing the Settlement Website
24 that posts this Agreement, the Long-form Notice, and other Settlement-related
25 documents; (ix) establishing a toll-free telephone number that will provide Settlement-
26 related information to Class Members; (x) distributing Awards to all Eligible Class
27 Members; (xi) maintaining an accounting of all expenditures from the Settlement
28

1 Fund and Awards to all Eligible Class Members; and (xii) otherwise assisting with the
2 administration of the Class Notice and this Agreement.

3 **VI. PRELIMINARY APPROVAL**

4 1. As soon as reasonably practicable after the execution of this Agreement,
5 the Parties shall file this Agreement with the Court and move the Court for
6 preliminary approval, including issuance of a proposed Preliminary Approval Order,
7 substantially in the form of Exhibit A hereto.

8 2. Not later than ten (10) days after the filing of this Agreement with the
9 Court, Defendants' Counsel shall serve notice of this Agreement in accordance with
10 CAFA.

11 **VII. NOTICE OF CLASS SETTLEMENT**

12 1. The Settlement Administrator shall disseminate the Class Notices and
13 Claim Form substantially in the forms of Exhibits A1-A3 hereto and in accordance
14 with the terms of the Court's Preliminary Approval Order. In Fall 2015, Notices of
15 Pendency of Class Action were sent to Class Members in the Actions, providing a
16 right to opt out of one or both Actions by November 16, 2015. Because all individuals
17 who did not opt out are deemed to be Class Members for all purposes, the Parties
18 agree that no new opportunity to opt out will be provided as a part of this Settlement.

19 2. Class Counsel shall post the Long-form Notice and Claim Form on their
20 firm websites. The Released Defendants shall refer inquiring Class Members to the
21 Settlement Administrator, the toll-free number, and the Settlement Website.

22 3. Defendants agree to take reasonable efforts to answer any questions that
23 Class Counsel and the Settlement Administrator have about the purchase and/or
24 refund data provided by Defendants for ninety (90) days following entry of the
25 Preliminary Approval Order.

26 4. The Settlement Administrator shall provide additional information and
27 reports to the Court, Class Counsel, and Defendants' Counsel upon request.

28

1 5. Within thirty (30) calendar days of notifying the Parties that the Net
2 Settlement Fund has been fully exhausted, *i.e.*, all outstanding Award checks have
3 been cashed, and confirmation by the Parties of the same, the Settlement
4 Administrator shall destroy the Class Member records and shall certify in writing to
5 Class Counsel and Defendants' Counsel that it has done so.

6 **VIII. OBJECTIONS**

7 1. Any Class Member who intends to object to the fairness of the Settlement
8 or the request for Service Awards must do so in writing on or before the Objection
9 Date, which the Parties will request as seventy-five (75) days after entry of the
10 Preliminary Approval Order, and in accordance with all the requirements set forth in
11 the Preliminary Approval Order.

12 2. The Parties shall request that any Class Member who fails to comply with
13 the Preliminary Approval Order shall waive and forfeit any and all rights that he or
14 she may have to be heard, appear separately, and/or to object, and shall be bound by
15 all the terms of this Agreement and by all proceedings, orders and judgments,
16 including, but not limited to, the release of the Released Claims.

17 3. The Parties shall request that any person filing an objection shall, by
18 doing so, submit himself or herself to the exclusive jurisdiction and venue of the
19 Court, and shall agree to be subject to discovery by the Parties with respect to both the
20 objection and any objections to other class action settlements lodged by the objector.

21 **IX. PRO BONO REPRESENTATION AND SERVICE AWARDS**

22 1. Class Counsel have agreed to provide their legal services to Plaintiffs and
23 the Class on a *pro bono* basis, including all litigation expenses incurred in the Actions.

24 2. Each Class Representative has contributed a great deal of time and effort
25 over the years assisting in the prosecution of the Actions. By way of example, each
26 Class Representative gathered documents in response to Defendants' requests for the
27 production of documents, prepared and sat for one or more depositions, participated in
28 settlement conferences, reviewed pleadings, prepared for trial, and provided

1 information and input as requested throughout the Actions. Accordingly, Plaintiffs
2 will apply for Service Awards of fifteen thousand dollars (\$15,000.00) for each Class
3 Representative, which Service Award shall be in addition to any Award to which the
4 Class Representative may otherwise be entitled under the terms of this Agreement.

5 3. The Court's denial of Service Awards in the amount requested by
6 Plaintiffs shall not negate any other provisions of this Agreement, which provisions
7 shall remain fully effective and enforceable. Within five (5) business days of the
8 Effective Date, any Court-ordered Service Awards shall be paid from the Settlement
9 Fund to the respective Class Representative.

10 **X. MUTUAL RELEASES**

11 1. Plaintiffs acknowledge that Defendants are entering into this Agreement
12 without any admission of wrongdoing, liability, or fault whatsoever, and that
13 Defendants have denied and continue to deny, each and all of the claims and
14 contentions alleged by the Plaintiffs against them. Plaintiffs acknowledge that
15 Defendants expressly have denied and continue to deny all charges of wrongdoing or
16 liability against them arising out of any of the conduct, statements, acts or omissions
17 alleged or that could have been alleged in the Actions, including, but not limited to,
18 any suggestion that they have committed or attempted to commit any violations of law
19 or breached any duty owed to Plaintiffs or the Class. Plaintiffs acknowledge that
20 Defendants also have denied and continue to deny, *inter alia*, the allegations that
21 Plaintiffs or the Class have suffered any injury as a result of Defendants' conduct or
22 omissions for which Plaintiffs or the Class are legally entitled to any relief from
23 Defendants, or that Plaintiffs or the Class were harmed by any conduct or omissions
24 by Defendants that were or could have been alleged in the Actions.

25 2. Defendants acknowledge that Plaintiffs' and the Class Members' claims
26 were brought and litigated at all times in good faith and in accordance with Federal
27 Rule of Civil Procedure 11, and all other relevant federal statutes and the rules of
28 professional responsibility. The Parties will request a Final Approval Order and Final

1 Judgment reflecting that the Parties and their respective counsel have conducted
2 themselves in good faith throughout the litigation.

3 3. Upon the Effective Date, the Agreement shall be the sole and exclusive
4 remedy for any and all Released Claims, including Unknown Claims, of all Releasing
5 Plaintiffs and Class Members and Releasing Defendants against all Released Plaintiffs
6 and Class Members and Released Defendants. No Released Plaintiff or Class
7 Member, or Released Defendant shall be subject to liability of any kind to any
8 Releasing Plaintiffs and Class Members and Releasing Defendants with respect to any
9 Released Claim. Upon the Effective Date, and subject to fulfillment of all of the
10 terms of this Agreement, each and every Releasing Plaintiffs and Class Members and
11 Releasing Defendants shall be permanently barred and enjoined from initiating,
12 asserting and/or prosecuting any Released Claim, including any Unknown Claim,
13 against the Released Plaintiffs and Class Members and Released Defendants in any
14 court or any forum.

15 4. On the Effective Date, the Releasing Plaintiffs and Class Members will
16 release all Released Claims against the Released Defendants. Each of the Releasing
17 Plaintiffs and Class Members shall be deemed to have, and by operation of the
18 Judgment shall have, fully, finally, and forever released, relinquished, and discharged
19 each Released Defendant from all claims (including Unknown Claims) arising out of,
20 relating to, or in connection with the institution, prosecution, assertion, settlement or
21 resolution of the Actions or the Released Claims. Releasing Plaintiffs and Class
22 Members, by virtue of the Class Notices, acknowledge that they have been informed
23 by their legal counsel of Section 1542 of the California Civil Code and expressly
24 waive and relinquish any rights or benefits available to them under this statute.

25 5. On the Effective Date, each of the Releasing Defendants will release all
26 Released Claims against the Released Plaintiffs and Class Members, including Class
27 Counsel. Each of the Releasing Defendants shall be deemed to have, and by operation
28 of the Judgment shall have, fully, finally, and forever released, relinquished, and

1 discharged Released Plaintiffs and Class Members, including Class Counsel, from all
2 claims (including Unknown Claims) arising out of, relating to, or in connection with
3 the institution, prosecution, assertion, settlement or resolution of the Actions or the
4 Released Claims. Releasing Defendants acknowledge that they have been informed
5 by Defense Counsel of Section 1542 of the California Civil Code and expressly waive
6 and relinquish any rights or benefits available to them under this statute.

7 6. In exchange for the mutual releases set forth in this Agreement, upon the
8 Effective Date, including full payment of the Settlement Amount, Plaintiffs will
9 dismiss with prejudice the Defendants from the Actions.

10 7. The Parties agree that the Court shall retain exclusive and continuing
11 jurisdiction over the Parties and the Class Members to interpret and enforce the terms,
12 conditions, and obligations under this Agreement.

13 **XI. CONDITIONS OF SETTLEMENT**

14 1. This Agreement is subject to and conditioned upon the issuance by the
15 Court of the Final Approval Order and Final Judgment, substantially in the forms
16 attached hereto as Exhibits B-C.

17 2. The Effective Date of the Settlement shall be conditioned on the
18 occurrence of all of the following events:

- 19 (a) The Settlement Amount is deposited into the Escrow Account;
- 20 (b) The Court enters the Preliminary Approval Order;
- 21 (c) The Court enters a Final Approval Order and Final Judgment; and
- 22 (d) The Court's Final Approval Order and Final Judgment are Final.

23 3. Upon the Effective Date, any and all remaining interest or right of the
24 Released Defendants in, or to, the Settlement Fund, if any, shall be absolutely and
25 forever extinguished. If the conditions specified in ¶XI.2 are not met, then the
26 Settlement shall be terminated subject to ¶IV.D.1 of this Agreement unless Class
27 Counsel and Defendants' Counsel mutually agree in writing to proceed with the
28 Settlement.

1 **XII. REPRESENTATIONS AND WARRANTIES**

2 1. Each Defendant represents and warrants: (i) that it has the requisite
3 corporate power and authority to execute, deliver and perform the Agreement and to
4 consummate the transactions contemplated hereby; (ii) that the execution, delivery
5 and performance of the Agreement and the consummation by it of the actions
6 contemplated herein have been duly authorized by necessary corporate action on the
7 part of Defendants; and (iii) that the Agreement has been duly and validly executed
8 and delivered by Defendants and constitutes its legal, valid and binding obligation.

9 2. Guaranteeing Defendant warrants and represents that he is not
10 “insolvent” within the meaning of 11 U.S.C. §101(32) as of the time the Agreement is
11 executed. In the event of a final order of a Court of competent jurisdiction, not subject
12 to any further proceedings, determining the transfer of the Settlement Amount, or any
13 portion thereof, by or on behalf of the Paying Defendant to be a preference, voidable
14 transfer, fraudulent transfer or similar transaction under Title 11 of the United States
15 Code (Bankruptcy) or applicable state law and any portion thereof is required to be
16 refunded and such amount is not promptly deposited in the Settlement Fund, then the
17 guaranty provided by Guaranteeing Defendant in this Agreement shall become
18 immediately due and owing.

19 3. Plaintiffs represent and warrant that they are entering into the Agreement
20 on behalf of themselves and as representatives of the Class, of their own free will and
21 without the receipt of any consideration other than what is provided in the Agreement
22 or disclosed to, and authorized by, the Court. Plaintiffs represent and warrant that
23 they have reviewed the terms of the Agreement in consultation with Class Counsel
24 and believe them to be fair and reasonable, and will not object to the Agreement.

25 4. Each undersigned counsel for the Parties represents and warrants that
26 they are fully authorized to execute the Agreement on behalf of their clients. This
27 Agreement shall be fully binding on each of the Parties as though personally executed
28 and delivered by him, her, or it.

1 5. The Parties warrant and represent that no promise, inducement or
2 consideration for the Agreement has been made, except those set forth herein.

3 6. The Parties warrant that, whether or not consummated, this Agreement
4 and the Exhibits hereto, and any associated or supporting documents or filings, shall
5 not be construed as, offered in evidence as, received in evidence as, and/or deemed to
6 be, evidence of a presumption, concession, or an admission by Plaintiffs, or
7 Defendants: (i) whether the Actions were appropriate for class certification; (ii) the
8 validity of any allegation or claim that has been, could have been or in the future
9 might be asserted against any of the Defendants; (iii) the deficiency of any claim or
10 defense that has been, could have been, or in the future might be asserted in the
11 Actions or in any other civil, criminal, or administrative action or other proceeding;
12 (iv) the truth of any fact alleged; (v) liability, negligence, fault, or wrongdoing of any
13 kind; and (vi) the existence or scope of any damages.

14 **XIII. TERMINATION OF THIS AGREEMENT**

15 1. Any Party may terminate this Agreement by providing written notice to
16 the other Parties hereto within ten (10) business days of any of the following events:

17 (a) The Court declines to approve the Settlement; or

18 (b) The Court enters a Final Approval Order or a Final Judgment that
19 does not conform in material respects to Exhibits B-C, respectively, or is reversed,
20 vacated, or modified in any material respect by another court.

21 2. In the event that this Agreement terminates for any reason, all Parties
22 shall be restored to their respective positions as they existed on November 18, 2016.
23 Upon termination, ¶IV.D.1 of this Agreement shall survive and be binding on the
24 Parties, but this Agreement shall otherwise be null and void. In the event that this
25 Agreement is terminated, Defendants shall be entitled to any tax refund owing to the
26 Settlement Fund. At the request of Defendants, the Escrow Agent or its designee shall
27 apply for any such refund and pay the proceeds, after deduction of any fees or
28

1 expenses incurred in connection with such application(s) for a refund, to the
2 Defendants.

3 **XIV. MISCELLANEOUS PROVISIONS**

4 1. Entire Agreement: The Agreement, including all Exhibits hereto, shall
5 constitute the entire Agreement among the Parties with regard to the Agreement and
6 shall supersede any previous proposals, negotiations, agreements, representations,
7 settlement term sheets, communications and understandings among the Parties with
8 respect to the subject matter of the Agreement. The Parties acknowledge, stipulate
9 and agree that no covenant, obligation, condition, representation, warranty,
10 inducement, negotiation or undertaking concerning any part or all of the subject
11 matter of this Agreement has been made or relied upon except as set forth expressly
12 herein. The Agreement may not be changed, modified, or amended, except in a
13 writing signed by Class Counsel and Defendants' Counsel and, if required, approved
14 by the Court. The Parties contemplate that the Exhibits to the Agreement may be
15 modified by subsequent agreement of the Parties or by the Court.

16 2. Governing Law: The Agreement shall be construed under and governed
17 by the laws of California, applied without regard to laws applicable to choice of law.

18 3. Execution in Counterparts: The Agreement may be executed by the
19 Parties in one or more counterparts, each of which shall be deemed an original but all
20 of which together shall constitute one and the same instrument. Signatures scanned to
21 PDF and sent by e-mail shall be treated as original signatures and shall be binding.

22 4. Notices: Whenever this Agreement requires or contemplates that one of
23 the Parties shall or may give notice to the other, notice shall be provided in writing by
24 first class U.S. Mail and email to:

25
26
27
28

1 ***If to Plaintiffs or to Class Counsel:***

2 Rachel L. Jensen
3 ROBBINS GELLER RUDMAN & DOWD LLP
4 655 West Broadway, Suite 1900
5 San Diego, CA 92101
6 Telephone: 619/231-1058
7 561/231-7423 (fax)
8 Email: rachelj@rgrdlaw.com

9 ***If to Defendants or to Defendants' Counsel:***

10 David L. Kirman
11 O'MELVENY & MYERS LLP
12 1999 Avenue of the Stars
13 Los Angeles, CA 90067-6035
14 Telephone: 310/ 553-6700
15 310/246-6779 (fax)
16 Email: dkirman@omm.com

17 5. Stay of Proceedings: Upon the execution of this Agreement, all
18 proceedings in the Actions shall remain stayed until further order of the Court, except
19 for proceedings that may be necessary to implement the Agreement, its Exhibits, or
20 comply with or effectuate the terms of this Agreement.

21 6. Good Faith: The Parties and their respective counsel agree that they will
22 act in good faith and will not engage in any conduct that could frustrate the purpose of
23 this Agreement. The Parties will not make any public statement that disparages the
24 Settlement. Defendants will not discourage the filing of any claims allowed under this
25 Agreement. Class Counsel shall, consistent with their obligations to the Class, make
26 reasonable efforts to encourage Class Members to participate in this Settlement.

27 7. Best Efforts: The Settlement summarized in this Agreement is subject to
28 and contingent upon the negotiation, execution, and Court approval of this and other
documents relating to the Settlement reflecting the terms of this Agreement and other
additional material terms, as appropriate. The Parties will work in good faith and with
best efforts to negotiate and execute such an Agreement and other related documents.
The Parties further agree, subject to Court approval as needed, to reasonable
extensions of time to carry out any of the provisions of the Agreement.

1 8. Binding on Successors: The Agreement shall be binding upon, and inure
2 to the benefit of the heirs, successors and assigns of the Released Plaintiffs and Class
3 Members and Released Defendants.

4 9. Arm's-Length Negotiations: The determination of the terms and
5 conditions contained herein and the drafting of the provisions of this Agreement have
6 been by mutual understanding after negotiation, with consideration by, and
7 participation of, the Parties and their counsel. This Agreement shall not be construed
8 against any Party on the basis that it was the drafter or participated in the drafting.
9 Any statute or rule of construction that ambiguities are to be resolved against the
10 drafting party shall not be employed in the implementation of this Agreement and the
11 Parties agree that the drafting of this Agreement has been a mutual undertaking.

12 10. Waiver: The waiver by one Party of any provision or breach of the
13 Agreement shall not be deemed a waiver of any other provision or breach of the
14 Agreement. The failure of a Party to insist on strict adherence to any provision of this
15 Agreement shall not constitute a waiver or thereafter deprive such Party of the right to
16 insist upon strict adherence.

17 11. Exhibits: All Exhibits to this Agreement are material and integral parts
18 hereof, and are incorporated by reference as if fully rewritten herein.

19 12. Implementation Before Effective Date: The Parties may, but have no
20 obligation whatsoever to, agree in writing to implement the Agreement or any portion
21 of it after the entry of the Final Judgment, but prior to the Effective Date.

22 13. The headings in this Agreement are inserted merely for the purpose of
23 convenience and are not intended to affect the interpretation of the Agreement.

24 14. Retain Jurisdiction: The Court shall retain jurisdiction with respect to the
25 implementation and enforcement of the terms of this Agreement and all Exhibits
26 thereto, and all Parties hereto submit to the jurisdiction of the Court for purposes of
27 implementing and enforcing the Agreement embodied in this Agreement.

28

1 15. The Parties believe that this Agreement is a fair, adequate and reasonable
2 settlement of the Actions, and they have arrived at this Settlement through arm's-
3 length negotiations, taking into account all relevant factors, present and potential.

4 IN WITNESS WHEREOF, each of the Parties has caused the Agreement to be
5 executed on his or her behalf by duly authorized attorneys, dated December 19, 2016.

6 DATED: December 19, 2016

ROBBINS GELLER RUDMAN
& DOWD LLP
PATRICK J. COUGHLIN
X. JAY ALVAREZ
JASON A. FORGE
RACHEL L. JENSEN
DANIEL J. PFEFFERBAUM
BRIAN E. COCHRAN
JEFFREY J. STEIN

s/ Rachel L. Jensen

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619/342-7878 (fax)

Class Counsel

21 DATED: December 19, 2016

O'MELVENY & MYERS LLP
DANIEL M. PETROCELLI
DAVID MARROSO
DAVID L. KIRMAN

s/ Daniel M. Petrocelli

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JILL A. MARTIN
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310/265-5522 (fax)

Attorneys for Defendants
DONALD J. TRUMP and
TRUMP UNIVERSITY, LLC

INDEX OF EXHIBITS TO STIPULATION OF CLASS ACTION SETTLEMENT

DOCUMENT	EXHIBIT	PAGE
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EXHIBIT A

1217167_2

Exhibit A

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

SONNY LOW, J.R. EVERETT and
JOHN BROWN, on Behalf of
Themselves and All Others Similarly
Situated,

Plaintiffs,

vs.

TRUMP UNIVERSITY, LLC, a New
York Limited Liability Company and
DONALD J. TRUMP,

Defendants.

No. 3:10-cv-00940-GPC(WVG)

CLASS ACTION

FINDINGS AND ORDER
PRELIMINARILY APPROVING
SETTLEMENT, DIRECTING
ISSUANCE OF NOTICE, AND
SETTING OF FAIRNESS HEARING

[Caption continued on following page.]

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ART COHEN, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

DONALD J. TRUMP,

Defendant.

No. 3:13-cv-02519-GPC-WVG
CLASS ACTION

1217167_2

1 On December 19, 2016, the Parties in these related Actions pending before this
2 Court entered into a Stipulation of Class Action Settlement (“Agreement”), after
3 arm’s-length settlement negotiations overseen by the Honorable Jeffrey T. Miller.¹
4 The Parties now jointly move this Court, pursuant to Federal Rule of Civil Procedure
5 (“Rule”) 23(e), for an order preliminarily approving the classwide settlement of these
6 Actions upon the terms and conditions set forth in the Agreement.

7 After carefully considering the Agreement, including the accompanying
8 Exhibits; the Parties’ legal briefings; and the applicable law, the Court finds that:

9 1. Pursuant to Rule 23, the Court has certified two overlapping classes of
10 Trump University Live Event purchasers in these Actions. Specifically, in the *Low*
11 Action, the Court certified a class comprised of “All persons who purchased a Trump
12 University three-day live “Fulfillment” workshop and/or a “Elite” program (“Live
13 Events”) in California, New York and Florida, and have not received a full refund,”
14 divided into five subclasses. *See Low* Dkt. 298 at 35-36. The Court also appointed
15 Plaintiffs John Brown, J.R. Everett, and Sonny Low (as well as former plaintiff
16 Makaeff) to serve as class representatives and appointed RGRD and ZHE to serve as
17 Class Counsel. *See id.* at 36. In the *Cohen* Action, the Court certified a class
18 comprised of “All persons who purchased Live Events from Trump University
19 throughout the United States from January 1, 2007 to the present.” *Cohen* Dkt. 53 at
20 22-23. The Court also appointed Plaintiff Art Cohen to serve as a class representative
21 and appointed RGRD and ZHE to serve as Class Counsel. *See id.* at 23.

22 2. On September 21, 2015, this Court approved a joint Notice of Pendency
23 to be disseminated individually by Epiq Systems, Inc. to potential Class Members in
24 both Actions, providing an opportunity for Class Members to “opt-out” and ordering
25 that “[a]ny Class Member who does not send a completed, signed request for
26

27 ¹ Unless otherwise defined, all terms used herein have the same meanings as set
28 forth in the Agreement.

1 exclusion to the Notice Administrator post-marked on or before the Opt-Out Deadline
2 will be deemed to be a Member of the Class for all purposes and bound by all further
3 orders and judgments of the Court.” *Low* Dkt. 419; *Cohen* Dkt. 130.

4 3. On August 2, 2016, the Court issued an order setting a November 28,
5 2016 jury and bench trial date in the *Low* Action. *See Low* Dkt. 502.

6 4. On November 18, 2016, the Parties entered into a Settlement Term Sheet,
7 setting forth the basic terms of classwide settlement in the Actions.

8 5. On December 19, 2016, the Parties executed the Agreement.

9 6. The Court has now reviewed the Agreement and determined the proposed
10 Settlement to be fair, reasonable, adequate and within the range of possible approval.
11 The proposed Settlement does not improperly grant preferential treatment to any
12 segment of the Class. The proposed Settlement is sufficient to warrant sending notice
13 to Class Members about the Settlement. The procedures for establishing and
14 administering the benefits provided by the proposed Settlement and for notice to Class
15 Members satisfy Rule 23 and due process.

16 7. The Court preliminarily finds that the Settlement resulted from arm’s-
17 length negotiations among experienced counsel for the Parties, which was overseen by
18 the Honorable Jeffrey T. Miller, was concluded only after Plaintiffs and Defendants
19 conducted their own investigations and undertook extensive analyses of the factual
20 and legal issues raised by the claims and defenses, and falls within the range of
21 possible approval. The Court preliminarily finds that the Settlement raises no obvious
22 reasons to doubt its fairness and provides a reasonable basis for presuming that the
23 Settlement satisfies the requirements of Rule 23(e) and due process. Accordingly, the
24 Court hereby preliminarily approves the Settlement, subject to further consideration at
25 the Final Approval Hearing.

26 8. The Court has reviewed the Class Notices, including the individual
27 emailing and mailing of the Long-form Notice and Claim Form to all Class Members
28 who can be reasonably identified, the posting of the Long-form Notice on the

1 Settlement Website and Class Counsel’s websites, and publication of the Summary
2 Notice in the national edition of USA Today. The Court has determined that these
3 forms of notice, which are consistent with the notice plan approved by the Court for
4 the Notice of Pendency:

- 5 (a) constitute the best practicable notice under the circumstances;
- 6 (b) are reasonably calculated to apprise Class Members of the terms of
7 the Settlement and of their right to participate in it or object;
- 8 (c) are reasonable and constitute due, adequate, and sufficient notice to
9 all persons entitled to receive notice; and
- 10 (d) meet all applicable requirements of Rule 23, the United States
11 Constitution, and its Amendments.

12 **Accordingly, IT IS HEREBY ORDERED that:**

13 9. The Motion for Preliminary Approval is **GRANTED**. The Court
14 preliminarily approves the Settlement. All defined terms in the foregoing findings and
15 this Order shall have the same meanings as in the Agreement, unless otherwise noted.

16 10. On or before January 18, 2017 (the “Due Date”), the Paying Defendant
17 shall pay the amount of \$25,000,000.00 (the “Settlement Amount”) into the Escrow
18 Account. Should the Paying Defendant fail to pay the Settlement Amount by the Due
19 Date, Guaranteeing Defendant shall complete payment of the Settlement Amount by
20 the Due Date.

21 11. This Court shall hold a Final Approval Hearing on _____, **at** _____
22 **[one hundred (100) calendar days from this Order]**, in Courtroom 2D of the United
23 States District Court for the Southern District of California, located at 221 West
24 Broadway, San Diego, California 92101, to determine: (a) whether the Settlement of
25 the Actions on the terms and conditions provided for in the Agreement is fair,
26 reasonable and adequate to Class Members and should be finally approved by the
27 Court; (b) whether a judgment should be entered; and (c) whether Service Awards
28 should be awarded to the Court-appointed Class Representatives, and if so, in what

1 amount. The Court may postpone the Final Approval Hearing and will provide notice
2 of any such postponement on the Settlement Administrator’s website without further
3 notice to Class Members.

4 12. The Better Business Bureau of Metropolitan New York (“Settlement
5 Administrator”) is hereby appointed to supervise and administer the Class Notice
6 procedure and administer the Settlement Fund as provided for in the Agreement,
7 under the direction and supervision of Class Counsel and the Court.

8 13. The Settlement Administrator is directed to compile a list of names and
9 addresses of purchasers of Trump University programs as they appear in the Parties’
10 records.

11 14. The Settlement Administrator shall treat the records of Class Members as
12 confidential and shall not disclose these records to any person or entity except as
13 authorized by Court order. The Settlement Administrator shall use these records
14 solely for the purposes of providing direct notice to Class Members, verifying Claim
15 Forms, and calculating Awards. No copies of files containing these records may be
16 made, nor may these records be utilized by the Settlement Administrator for any other
17 purpose. Within thirty (30) calendar days of notifying the Parties that the Net
18 Settlement Fund has been exhausted, and confirmation by the Parties of the same, the
19 Settlement Administrator shall destroy the Class Member records and shall certify in
20 writing to Class Counsel and Defendants’ Counsel that it has done so.

21 15. The Settlement Administrator is directed to update and monitor the
22 Settlement Website (trumpuniversitylitigation.com), posting all Settlement-related
23 documents, including the Agreement, the Long-form Notice and this Order; listing a
24 mailing address and the toll-free telephone number below; and providing for the
25 online submission of Claim Forms.

26 16. The Settlement Administrator shall update and monitor the toll-free
27 telephone number, (866) 841-7311, where Class Members may call for additional
28 information.

1 17. The Proposed Class Notices and Claim Form (attached as Exhibits A1-
2 A3 hereto) are approved for dissemination to Class Members. The Parties are
3 authorized to make non-substantive changes to the Class Notices and Claim Form, as
4 long as they are acceptable to both Parties, to reflect deadlines, mailing addresses, and
5 similar information, or to format the notice for printing.

6 18. The Settlement Administrator is ordered to send through U.S. First-Class
7 mail (and email to the extent available), within **fifteen (15) calendar days of this**
8 **Order**, the Long-form Notice and Claim Form, substantially in the forms attached as
9 Exhibits A1 and A3 hereto, to all potential Class Members whose contact information
10 is available in the records provided by the Parties. Among other things, the Long-
11 form Notice shall provide the Settlement Website and a mailing address and toll-free
12 telephone number. Upon request, the Settlement Administrator shall also mail and/or
13 email the Long-form Notice and/or Claim Form to Class Members.

14 19. The Settlement Administrator is ordered to publish on one occasion in the
15 national edition of USA Today the Summary Notice, substantially in the form
16 attached as Exhibit A2 hereto, within **fifteen (15) calendar days of this Order**, which
17 will give those who did not receive the Long-form Notice and Claim Form by mail an
18 opportunity to request them.

19 20. No later than **seven (7) calendar days prior to the Final Approval**
20 **Hearing**, Class Counsel shall obtain from the Settlement Administrator, and file with
21 the Court, an affidavit attesting that Class Notice was effectuated pursuant to and
22 consistent with this Order, specifying the dates that the Long-form Notice was
23 disseminated to Class Members and that Summary Notice was published, including a
24 copy of the Summary Notice as published.

25 21. Class Members who wish to participate in the Settlement shall complete
26 and submit Claim Forms in accordance with the instructions contained therein. All
27 Claim Forms must be postmarked or submitted electronically within **seventy-five (75)**
28 **calendar days of this Order (“Claims Deadline”)**. Any Class Member who does

1 not timely submit a Claim Form within the time provided, shall be forever barred from
2 sharing in the distribution of the proceeds of the Settlement Fund, unless otherwise
3 ordered by the Court, but will in all other respects be subject to and bound by the
4 provisions of the Agreement, the releases contained therein, this Order, the Final
5 Judgment, and the Final Approval Order. Notwithstanding the foregoing, Class
6 Counsel shall have the discretion (but not the obligation) to accept late-submitted
7 Claim Forms for processing so long as distribution of the Net Settlement Fund to
8 Eligible Class Members is not materially delayed thereby.

9 22. The Settlement Administrator shall review and process each Claim Form
10 to determine whether it qualifies for an Award, and in what amount, in accordance
11 with terms of the Agreement. Claim Forms that do not meet the submission
12 requirements may be rejected. Prior to rejecting a Claim Form, in whole or in part,
13 the Settlement Administrator shall communicate with the claimant in writing to give
14 the claimant the chance to remedy any deficiencies in the Claim Form submitted,
15 including an opportunity to provide documentation of the Live Event purchase.

16 23. Any Class Member who intends to object to the fairness of the Settlement
17 must do so in writing. The written objection must be filed with the Clerk of the
18 United States District Court for the Southern District of California, 333 West
19 Broadway, Suite 420, San Diego, California 92101, and served on counsel for the
20 Parties identified in the Long-form Notice such that it is received by counsel no later
21 than **seventy-five (75) calendar days from this Order (“Objection Date”)**. The
22 written objection must include: (a) the name, address, and telephone number of the
23 objector; (b) a statement that shows membership in the Class; (c) a statement of
24 whether the objector intends to appear at the Final Approval Hearing, either in person
25 or through his, her, or its counsel; (d) a statement of the objection and the grounds
26 supporting the objection; (e) copies of any papers, briefs, or other documents upon
27 which the objection is based; and (f) the objector’s signature. Any Class Member who
28 files and serves a written objection by the Objection Date may appear at the Final

1 Approval Hearing, either in person or through counsel hired at his or her expense, to
2 object to any aspect of the Settlement. Class Members or their attorneys who intend
3 to make an appearance at the Final Approval Hearing must serve a notice of intention
4 to appear on the Parties' counsel identified in the Long-form Notice, and file the
5 notice of intention to appear with the Court, no later than the Objection Date, or as the
6 Court may otherwise direct. Any Class Member who does not make his or her
7 objection in the manner provided herein shall be deemed to have waived and forfeited
8 any and all rights that he or she may have to be heard, appear separately and/or to
9 object, and shall be bound by all the terms of this Order and the Agreement and by all
10 proceedings, subsequent orders and judgments, including, but not limited to, the
11 release of the Released Claims.

12 24. Any person filing an objection shall, by doing so, submit himself or
13 herself to the exclusive jurisdiction and venue of this Court, and shall agree to be
14 subject to discovery with respect to the objection and prior objections to class action
15 settlements lodged, subject to this Court's or the Magistrate Judge's approval.

16 25. Given that the Court has already ordered the dissemination of individual
17 Notices of Pendency by U.S. First-Class Mail to all identifiable Class Members (and
18 publication in the national edition of USA Today), with an opportunity to opt out and
19 the express provision that any Class Member who did not timely opt out "will be
20 deemed to be a Member of the Class *for all purposes* and bound by all further orders
21 and judgments of the Court" (*Low* Dkt. 419 at 11; *Cohen* Dkt. 130 at 11 (emphasis
22 added)), Class Members will not be given another opportunity to "opt-out."

23 26. The motion for final approval and any application(s) for Service Awards
24 shall be filed and served within **sixty (60) calendar days of this Order**. Any replies
25 to any objections shall be filed and served at least **seven (7) calendar days prior to**
26 **the Final Approval Hearing**.

27 27. Defendants shall bear no responsibility for any application for Service
28 Awards, and such matters will be considered separately from the fairness,

1 reasonableness, and adequacy of the Settlement. At or after the Final Approval
2 Hearing, the Court shall determine whether any application for Service Awards to
3 Court-appointed Class Representatives shall be approved.

4 28. Robbins Geller Rudman & Dowd LLP shall be appointed as Escrow
5 Agent. The Escrow Agent shall maintain the Escrow Account as a segregated account
6 containing the Settlement Amount, plus any accrued interest. Upon receipt, the
7 Escrow Agent shall invest the Settlement Amount as provided for in the Agreement.
8 All risks related to the investment of the Settlement Fund in accordance with the
9 investment guidelines set forth in the Agreement shall be borne by the Settlement
10 Fund, and the Released Defendants shall have no responsibility for, interest in, or
11 liability whatsoever with respect to investment decisions or the actions of the Escrow
12 Agent, or any transactions executed by the Escrow Agent. The Escrow Agent shall
13 not disburse the Settlement Fund except as provided in the Agreement, by an order of
14 the Court, or with the written agreement of Defendants' Counsel. All funds held by
15 the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court,
16 and shall remain subject to the jurisdiction of the Court, until such time as such funds
17 shall be distributed pursuant to the Agreement and/or further order(s) of the Court.

18 29. All reasonable expenses incurred in identifying and notifying Class
19 Members, as well as administering the Settlement Fund, shall be paid in accordance
20 with the terms set forth in the Agreement.

21 30. In the event the Settlement is not finally approved by the Court, is
22 terminated pursuant to the terms set forth in the Agreement, or otherwise fails to
23 become effective for any reason, the Escrow Agent will: (i) immediately cease
24 incurring costs reimbursable from the Settlement Fund; and (ii) refund the Settlement
25 Fund to Paying Defendant, including all accrued interest thereon, less moneys paid to
26 the NYAG and Taxes and Tax Expenses paid, incurred, or due and owing in
27 connection with the Settlement within thirty (30) calendar days of written notice by
28

1 Defendants' Counsel and pursuant to written instructions from Defendants' Counsel
2 as provided for in the Agreement.

3 31. Neither the Agreement, nor any of its terms or provisions, nor any of the
4 negotiations or proceedings connected with the Settlement, whether or not
5 consummated, shall be construed as an admission or concession of any kind by any of
6 the Parties. Whether or not consummated, this Agreement and the Exhibits hereto,
7 and any associated or supporting documents or filings, shall not be construed as,
8 offered in evidence as, received in evidence as, and/or deemed to be, evidence of a
9 presumption, concession, or an admission by Plaintiffs, or Defendants: (i) whether the
10 Actions were appropriate for class certification; (ii) the validity of any allegation or
11 claim that has been, could have been or in the future might be asserted against any of
12 the Defendants; (iii) the deficiency of any claim or defense that has been, could have
13 been, or in the future might be asserted in the Actions or in any other civil, criminal,
14 or administrative action or other proceeding; (iv) the truth of any fact alleged;
15 (v) liability, negligence, fault, or wrongdoing of any kind; (vi) the existence or scope
16 of any damages.

17 32. The Court retains exclusive and continuing jurisdiction over the Parties
18 and the Class Members to consider all further motions and applications arising out of,
19 or connected with, the Agreement or related Settlement matters. The Court may
20 approve the Settlement with such modifications as may be agreed to by the Parties, if
21 appropriate, without further notice to the Class. The Court shall also retain
22 jurisdiction with respect to the implementation and enforcement of the terms of the
23 Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes
24 of implementing and enforcing the Settlement embodied in the Agreement.

25 33. All Class Members shall be bound by all determinations and judgments
26 of the Court in the Actions concerning the Settlement and related matters, whether
27 favorable or unfavorable to the Class.

28

1 34. All proceedings in the Actions shall be stayed until further order of the
2 Court, except for proceedings that may be necessary to enforce or implement the
3 Agreement, its Exhibits, or comply with or effectuate the terms and conditions of the
4 Agreement.

5 35. Pending final determination of whether the proposed Settlement should
6 be approved, neither Plaintiffs nor any Class Member, directly or indirectly,
7 representatively, or in any other capacity, shall commence or prosecute against any of
8 the Defendants, any action or proceeding in any court or tribunal asserting any of the
9 Released Claims.

ORDER

11 IT IS SO ORDERED.

12 DATED: _____

HONORABLE GONZALO P. CURIEL
UNITED STATES DISTRICT JUDGE

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EXHIBIT A1

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Exhibit A1

LEGAL NOTICE FROM THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA

If you purchased a Trump University in-person seminar or mentorship, you could get a payment from a class action settlement.

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

- This settlement will provide significant payments to anyone in the United States who purchased Trump University in-person seminar or mentorship (“Live Events”) from 2007 through May 23, 2010, and has not received a full refund.
- The settlement resolves two class action lawsuits by certain former Trump University students who alleged that Trump University and Donald J. Trump (“Trump”) made certain misrepresentations about the Live Events; it avoids the cost and risks from continuing the lawsuits, including the risk that no money would ever be paid; and it pays a portion of the settlement to class members like you.
- Your legal rights are affected whether you act, or don’t act. To receive a portion of the settlement, you must submit a claim form. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE LAWSUITS	
SUBMIT A CLAIM FORM	The only way to get a payment. Claim forms must be postmarked or submitted via fax, email, or online at www.trumpuniversitylitigation.com by _____, 2017.
OBJECT	Write to the Court about why you do not like the settlement by _____, 2017.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement. Requests to speak must be received by the Court and counsel for the parties in the lawsuits by _____, 2017.
DO NOTHING	Get no payment. Give up your rights.

- These rights and options—and the Court-ordered deadlines to exercise them—are explained further in this notice.
- The Court in charge of these lawsuits still has to decide whether to approve the settlement. Payments will only be made if the Court approves the settlement and after any court appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

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- 2. What are these lawsuits about?
- 3. What is a class action and who is involved?
- 4. Why is there a settlement?

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- 21. Are there more details about the settlement?
- 22. How do I get more information?

QUESTIONS? CALL 1-866-841-7311 OR VISIT www.trumpuniversitylitigation.com

BASIC INFORMATION

1. Why should I read this Notice?

If you or someone in your family purchased a Trump University Live Event, which includes in-person seminars and in-field mentorships like the 3-day “Fulfillment” seminar and any “Bronze”, “Silver” or “Gold Elite” programs (including an in-person mentorship), within the United States from 2007 through May 23, 2010, and have not received a full refund, you are a Class Member.

The Court sent you this notice because you have a right to know about a proposed settlement of two class action lawsuits, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves the settlement and, after objections and appeals are resolved, an administrator will make the payments that the settlement allows. The Settlement Website will be updated to inform Class Members of the progress of the settlement.

This explains the settlement, your rights, what payments are available, and how to get them.

The Honorable Gonzalo P. Curiel of the United States District Court for the Southern District of California is overseeing these two related class actions. The lawsuits are known as *Cohen v. Donald J. Trump*, Case No. 3:13-cv-02519 (the “Cohen (Nationwide) Action”) and *Low, et al. v. Trump University, LLC, et al.*, Case No. 3:10-cv-00940 (the “Low (California/Florida/New York) Action”). Together, these lawsuits are called the “Actions.”

2. What are these lawsuits about?

Plaintiff in the Cohen (Nationwide) Action alleges that Donald J. Trump made certain misrepresentations about the Trump University Live Events in violation of federal law. Plaintiffs in the Low (California/Florida/New York) Action, a related case, allege that Trump University and Trump made similar misrepresentations about the Live Events in violation of state laws. Plaintiffs’ claims were brought and litigated in good faith.

Trump and Trump University deny any and all allegations of wrongdoing and liability, and none of the alleged wrongdoing or liability of any kind has been established through the course of these Actions or this settlement.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of other people who have similar claims. In the Cohen (Nationwide) Action, it is Art Cohen. In the Low (California/Florida/New York) Action, it is John Brown, J.R. Everett, and Sonny Low. All the former students are a “Class” or “Class Members.” The people who sue are called the “Plaintiffs.” The companies and/or individuals that are being sued are called the “Defendants,” which are Trump University and Donald J. Trump in the Low (California/Florida/New York) Action, and Donald J. Trump in the Cohen (Nationwide) Action. One court resolves the issues for all Class Members – except for those people who previously chose to exclude themselves from the Class on or before November 16, 2015, pursuant to a prior order of the Court.

4. Why is there a settlement?

The Court did not decide in favor of plaintiffs or defendants. The Low (California/Florida/New York) Action was set for trial on November 28, 2016. Plaintiffs and Defendants recognize the risks involved in proceeding through trial. While believing in the merits of their cases, both sides agreed to a settlement. That way, both sides avoid the cost and risks of trial, and Class Members will get substantial payments. In settling, defendants

QUESTIONS? CALL 1-866-841-7311 OR VISIT www.trumpuniversitylitigation.com

admit no wrongdoing or liability, and no wrongdoing or liability of any kind has been established on the merits through the Actions or this settlement. Based upon their investigation and years of work, plaintiffs and the Court-appointed attorneys for the Class Members think this is a very good outcome for Class Members.

WHO IS IN THE SETTLEMENT?

To see if you can get a payment, you first have to decide whether you are a Class Member.

5. How do I know if I am a part of the settlement?

If you fit this description, you are a Class Member: Anyone who purchased a Trump University Live Event in the United States from 2007 through May 23, 2010, and has not received a full refund. “Live Events” include any in-person seminar and/or “Bronze,” “Silver” or “Gold Elite” programs, including an in-person mentorship. You are **NOT** part of the class action settlement if you only purchased a live event from Trump Institute, Trump Entrepreneur Initiative, Trump Education, Trump University in Canada, or any other Trump entity other than Trump University. You are also **NOT** part of the settlement if you only purchased an online course or phone coaching from Trump University.

6. Are there exceptions to being included?

If you did not purchase at least one Live Event from Trump University in the United States, you are **not** a Class Member. If you purchased only online classes or phone coaching from Trump University, you are **not** a Class Member. If you only purchased a seminar from Trump Entrepreneur Initiative on or after May 24, 2010, you are **not** a Class Member, but you may be able to participate in a settlement reached by the New York Attorney General. See www.ag.ny.gov for further details. If you only purchased a seminar or mentorship from Trump Institute or Trump University in Canada, you are **not** a Class Member. You cannot be part of the settlement if you are a defendant, or defendant’s representative or employee, affiliates, or any entity in which a defendant has a controlling interest, or a judge assigned to the Actions, or an immediate family member of such a judge.

7. I’m still not sure if I am included.

If you are still not sure whether you are part of the settlement, you can get free help at www.trumpuniversitylitigation.com, www.rgrdlaw.com, or www.zhlaw.com, calling 866-841-7311 or writing the Court-appointed lawyers at the addresses in question 16.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

An agreement was reached to settle the Actions, along with an action brought by the New York Attorney General (“NYAG”), titled *The People of the State of New York by Eric T. Schneiderman, et al. v. The Trump Entrepreneur Initiative LLC, f/k/a Trump University LLC, et al.* (Index No. 451463/13) (“NYAG Action”), for \$25 million. If approved by the Court, a “Settlement Fund” will be created to provide payments to Class Members on a *pro rata* basis. \$4 million will go to settle the NYAG Action, to be used for the administration of monetary relief, notice and administration costs and/or penalties. Money not distributed by the NYAG will be distributed *pro rata* to Class Members.

QUESTIONS? CALL 1-866-841-7311 OR VISIT www.trumpuniversitylitigation.com

9. How much will my payment be?

Your payment will depend on how many Class Members submit Claim Forms, how much you spent on Trump University Live Events, and whether you previously received a refund. The Net Settlement Fund is currently estimated at nearly \$21 million and the total estimated purchases of all Trump University Live Events in the United States is less than \$40 million so we currently estimate that Class Members will receive a significant portion of what they paid, less any refunds.

If you already received a full refund, you are not entitled to more money in the settlement. But if you only received a partial refund, you may claim the remainder of what you paid, even though your share will be reduced by whatever refund you already received.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

10. How can I get a payment?

To receive a payment, you must submit a Claim Form by mail, fax, email, or online at www.trumpuniversitylitigation.com. A Claim Form is attached to the bottom of this notice. Additional Claim Forms are available online or by calling the number below.

The Claim Form asks you to provide information about each Trump University Live Event you purchased, including the date, location, amount paid and refund received, if any. If you do not know the exact information, please provide your best estimate. You must submit a Claim Form to get any payment from the settlement. Inaccuracies in the information you provide will not automatically disqualify you from receiving a payment; however, it may take longer to process your claim. Claim Forms must be submitted or postmarked no later than _____, 2017.

11. When will I get my payment?

The Court will hold a hearing on _____, 2017 at [___] a.m./p.m., to decide whether or not to approve the settlement. Even if the Court approves the settlement, there may be appeals. It's always uncertain whether and when appeals can be resolved, and resolving them can take time, perhaps more than a year. The Settlement Website will be updated to inform Class Members of the progress of the settlement. Please be patient.

12. What if I don't want a payment?

If you do not wish to receive a payment, do not submit a Claim Form.

13. Can I sue defendants for the same thing later?

Unless you already chose to "opt-out" of the settlement in response to the Notice of Pendency, you cannot sue Trump University or Trump for the same conduct in another lawsuit. The Court previously ordered that notice be provided to potential Class Members to allow them an opportunity to opt-out. The deadline to opt-out of the Actions was on November 16, 2015. A full statement of the released claims is set forth in the Stipulation of Class Action Settlement posted on the Settlement Website. Go to trumpuniversitylitigation.com for details.

QUESTIONS? CALL 1-866-841-7311 OR VISIT www.trumpuniversitylitigation.com

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court appointed the law firms of Robbins Geller Rudman & Dowd LLP and Zeldes Haeggquist & Eck, LLP, in San Diego, California, to represent you as “Class Counsel.” You do not need to hire your own lawyer because Class Counsel have been, and continues to, work on your behalf in these Actions. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you at the fairness hearing if you want someone other than Class Counsel to speak for you.

15. How will the lawyers be paid?

Class Counsel have agreed to provide their legal services to plaintiffs and the Class Members on a *pro bono* basis and not seek payment for their work so as to maximize the recovery of Class Members. More information about these firms, their practices, and their lawyers is available at www.rgrdlaw.com and www.zhlaw.com.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don’t agree with the settlement or some part of it.

16. How do I tell the Court that I don’t like the settlement?

If you’re a Class Member, you can object to the settlement if you don’t like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in *Cohen v. Donald J. Trump*, Case No. 3:13-cv-02519 and *Low, et al. v. Trump University, LLC, et al.*, Case No. 3:10-cv-00940. Your written objection must include: (a) your name, address, and telephone number; (b) a statement about what Live Events you purchased and any refunds you received; (c) a statement whether you intend to appear at the Final Approval Hearing, either in person or through your own attorney; (d) a description of your objection and the reasons supporting your objection; (e) copies of any papers upon which your objection is based; and (f) your signature. Mail the objection to these three places so it is received no later than _____, 2017:

Court	Class Counsel	Defense Counsel
Clerk of the Court United States District Court Southern District of California 333 West Broadway Suite 420 San Diego, CA 92101	Rachel Jensen Robbins Geller Rudman & Dowd LLP 655 W. Broadway Suite 1900 San Diego, CA 92101	David Kirman O’Melveny & Myers LLP 1999 Avenue of the Stars 8th Floor Los Angeles, CA 90067

THE COURT’S FINAL APPROVAL HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing at ___ a.m./p.m. on _____, 2017, in Courtroom 2D of the United States District Court for the Southern District of California, located at 221 West Broadway, San Diego, CA 92101. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing on or before the deadline. The Court may also decide whether to approve service awards for Court-

QUESTIONS? CALL 1-866-841-7311 OR VISIT www.trumpuniversitylitigation.com

appointed class representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have about the settlement. But, you may come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Cohen v. Donald J. Trump*, Case No. 3:13-cv-02519 and *Low, et al. v. Trump University, LLC, et al.*, Case No. 3:10-cv-00940." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be received by **[DATE]** and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the three addresses in question 16, above.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you do nothing, you'll get no money. Unless you already "opted-out" or excluded yourself from one or both Actions, you cannot start your own lawsuit, continue with a lawsuit, or be part of any other lawsuit against defendants Trump University or Donald J. Trump about the legal issues in this case ever again.

GETTING MORE INFORMATION

21. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Stipulation of Class Action Settlement and the Court's orders, which are available online at www.trumpuniversitylitigation.com.

22. How do I get more information?

You can find important documents from the Actions, including a Claim Form, at www.trumpuniversitylitigation.com. You may also speak to someone about the case by calling 866-841-7311, or by writing to [INSERT BBB ADDRESS].

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION OR ADVICE.

DATED: December __, 2016

BY ORDER OF THE U.S. DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF CALIFORNIA

QUESTIONS? CALL 1-866-841-7311 OR VISIT www.trumpuniversitylitigation.com

EXHIBIT A2

1212501_3

Exhibit A2

LEGAL NOTICE

If you purchased a Trump University live seminar or in-person mentorship, you may be entitled to a payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

This notice is about a proposed settlement of two class action lawsuits, and how you may be able to get a payment. In the lawsuits, plaintiffs, a group of former students, alleged that Trump University and Donald J. Trump (“Trump”) made certain misrepresentations in the marketing of in-person seminars and mentorships (“Live Events”). Plaintiffs sought full refunds. Mr. Trump and Trump University, the defendants in these Actions, deny any and all allegations of wrongdoing and liability in both Actions, and none of the alleged wrongdoing or liability has been established through the course of these lawsuits or this settlement. Plaintiffs’ claims were brought and litigated in good faith.

A proposed settlement of \$25 million will end these lawsuits, as well as a New York Attorney General (“NYAG”) lawsuit, and purchasers of Trump University Live Events can expect payments of a significant portion of what they paid, minus any refunds. The Court will have a hearing on the fairness, reasonableness and adequacy of this proposed settlement on [DATE] at [TIME].

The lawsuits are known as *Cohen v. Donald J. Trump*, Case No. 3:13-cv-02519 and *Low, et al. v. Trump University, LLC, et al.*, Case No. 3:10-cv-00940. The Honorable Gonzalo P. Curiel of the United States District Court for the Southern District of California is overseeing these class actions.

WHAT DO THE LAWSUITS CLAIM?

The Cohen Action: A former Trump University student (called a “plaintiff”) sued

Donald J. Trump (called a “defendant”) on behalf of himself and other students in the United States, alleging that Mr. Trump misleadingly marketed Trump University Live Events in violation of federal law.

The Low Action: In a related case, former Trump University students sued Trump University and Trump on behalf of themselves and other California, Florida, and New York students who purchased a Trump University Live Event, alleging similar conduct in violation of state laws.

Cohen and *Low* are called the “Actions.”

WHAT ARE THE TERMS OF THE SETTLEMENT?

An \$25 million agreement has been reached to settle the Actions, plus to settle a case by the New York Attorney General, titled *The People of the State of New York by Eric T. Schneiderman, et al. v. The Trump Entrepreneur Initiative LLC, f/k/a Trump University LLC, et al.* (Index No. 451463/13) (“NYAG Action”). A “Settlement Fund” will provide nearly \$21 million in payments to Trump University Live Events students in the United States (called “class members”) on a *pro rata* basis. \$4 million will go to the NYAG Action, to be used for monetary relief to non-class members and former students of Trump Entrepreneur Initiative (“TEI”), notice and administration costs, and/or penalties or other costs. Any NYAG funds left over will be returned to the Settlement Fund and paid to class members in the Actions.

Throughout these Actions and their settlement, Mr. Trump and Trump University have denied and continue to deny any and all allegations of wrongdoing and liability. None of the alleged wrongdoing or liability of any kind has been established through the course of these Actions or this settlement. Plaintiffs' claims were brought and litigated in good faith.

Class Counsel are providing all of their legal services *pro bono* in order to maximize the recovery to you and other class members. Plaintiffs will seek service awards of up to \$15,000 for each Court-appointed class representative for their years of time and effort on behalf of you and other class members. These amounts will be paid from the Settlement Fund.

On [DATE], after reviewing the proposed settlement, the Court preliminarily approved it and ordered notice be given to class members. On [DATE], the Court will hold a Final Approval Hearing to decide the fairness, reasonableness and adequacy of the settlement, consider any written objections of class members, hear from any objecting class members who timely request to speak at the hearing, and evaluate the request for service awards.

WHAT ARE YOUR OPTIONS?

To receive a *pro rata* payment from the Settlement Fund, you must fill out a claim form and submit it by mail, fax, email, or online at www.trumpuniversitylitigation.com. You will be asked to provide information about each Trump University Live Event purchased and any refund received. If you do not know the exact information, provide your best estimate. ***You must submit a claim form to get a payment.*** Inaccuracies in the information you provide will not automatically disqualify you from receiving a payment, but may take longer to process

your claim. You may also be asked to provide documentation of your purchase. ***If you do not submit a claim form, you will not receive any money.***

Alternatively, you may ask the Court to deny approval of the settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no payments will be sent out to you or any other class member. You may also ask to speak at the Final Approval Hearing about the fairness of the settlement. Objections or requests to speak must be received by the Court and counsel on or before [DATE].

If you do nothing, you will not receive a payment from the Settlement Fund. A full statement of the released claims is in the Stipulation of Class Action Settlement posted on the Settlement Website. Go to trumpuniversitylitigation.com for details.

WHO REPRESENTS ME IN THE LAWSUITS?

The Court decided that the law firms of Robbins Geller Rudman & Dowd LLP and Zeldes Haeggquist & Eck, LLP, both based in San Diego, California, are qualified to represent you and all other class members. These firms are called "Class Counsel." These law firms are experienced in handling similar class action cases. More information about these firms, their practices, and their lawyers' experience is available at www.rgrdlaw.com and www.zhlaw.com.

Detailed information about the claims in these Actions, releases, the Court's rulings, and your rights and options is available at **www.trumpuniversitylitigation.com**.

PLEASE DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO

INQUIRE ABOUT THIS SETTLEMENT
OR THE CLAIM PROCESS.

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Exhibit A2

EXHIBIT A3

1212704_2

Exhibit A3

TRUMP UNIVERSITY SETTLEMENT CLAIM FORM

Fill in the information and sign the declaration by hand or electronically, if submitting online. This Form must be postmarked or submitted by fax, email, or at www.trumpuniversitylitigation.com by _____, 2017. If mailing, send to: [BBB ADDRESS]. Make sure the Form is as complete as possible before submitting.

ABOUT YOU

(Please Do Not use Pencil or Red Ink):

Last Name	First Name	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Address		
<input style="width: 100%;" type="text"/>		
City	State	Zip Code
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Email Address (if you have one):		
<input style="width: 100%;" type="text"/>		
Telephone Number (Daytime):		
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

ABOUT YOUR PURCHASE

Provide as much detail as you can about each purchase and any refund received. If you purchased more than one seminar or mentorship, please copy this Claim Form and attach additional pages for each purchase.

P U R C H A S E 1	Name of Seminar/Mentorship/Workshop	Name of Speaker/Instructor/Mentor	
	Date(s) of Purchase or Attendance	\$ Price Paid	
	City	State	Zip Code
	Date of Refund (if any)	\$ Amount of Refund	

P U R C H A S E 2	Name of Seminar/Mentorship/Workshop	Name of Speaker/Instructor/Mentor	
	Date(s) of Purchase or Attendance	\$ Price Paid	
	City	State	Zip Code
	Date of Refund (if any)	\$ Amount of Refund	

I affirm that I purchased one or more in-person seminar(s) or mentorship(s) from Trump University in the United States from 2007 through May 23, 2010, and have not yet received a full refund. I declare under penalty of perjury that the information I provided on this Form is true and correct, to the best of my recollection. I understand that the Settlement Administrator may ask me to provide documentation of my purchase(s) in order to be eligible for a payment from the settlement. I understand that I am bound by the terms of any judgment in these actions and may not bring a separate lawsuit for these claims.

Executed this ____ day of _____, 20____, at _____, _____ (city, state).

(Signature)

THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED BY _____, 2017.
QUESTIONS? CALL 1-866-841-7311 OR VISIT www.trumpuniversitylitigation.com

EXHIBIT B

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Exhibit B

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

SONNY LOW, J.R. EVERETT and
JOHN BROWN, on Behalf of
Themselves and All Others Similarly
Situating,

Plaintiffs,

vs.

TRUMP UNIVERSITY, LLC, a New
York Limited Liability Company and
DONALD J. TRUMP,

Defendants.

No. 3:10-cv-00940-GPC(WVG)

CLASS ACTION

FINAL APPROVAL ORDER

[Caption continued on following page.]

1 ART COHEN, Individually and on)
2 Behalf of All Others Similarly Situated,)
3 Plaintiff,)
4 vs.)
5 DONALD J. TRUMP,)
6 Defendant.)
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No. 3:13-cv-02519-GPC-WVG
CLASS ACTION

1 On _____, this Court entered its Order: (1) preliminarily
2 approving class action settlement, (2) directing distribution of the Class Notice, and
3 (3) setting a Fairness Hearing (“Preliminary Approval Order”).

4 The Court has now considered: (1) the memorandum submitted in support of
5 the Motion for Final Approval of Class Action Settlement (“Final Approval Motion”);
6 (2) the declarations and exhibits submitted in support of the Final Approval Motion;;
7 (3) the declarations and exhibits submitted in support of the Service Award Motion;
8 (4) the Stipulation of Class Action Settlement, including its Exhibits (collectively,
9 “Agreement”); (5) the entire record in these Actions, including, but not limited to, the
10 Motion for Preliminary Approval of Class Action Settlement (“Preliminary Approval
11 Motion”), and the declarations and exhibits submitted in support thereof; (6) the oral
12 presentations at the Fairness Hearing; (7) the Court’s findings and conclusions
13 contained in its Preliminary Approval Order; (8) this Court’s experiences and
14 observations while presiding over these Actions, and the Court’s file herein; and
15 (9) the relevant law.

16 Due and adequate notice having been given to all papers filed, oral
17 presentations provided at the Fairness Hearing, proceedings in the Actions, and good
18 cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND**
19 **DECREED** that:

20 1. The Motion for Final Approval of Class Action Settlement is hereby
21 **GRANTED**.

22 2. **Incorporation of Documents.** This Order finally approving the class
23 action settlement (“Final Approval Order”) incorporates and makes part hereof:
24 (a) the Agreement; and (b) the Court’s findings of fact and conclusions of law in its
25 Preliminary Approval Order. All defined terms in this Final Approval Order shall
26 have the same meanings as in the Agreement.

27 3. All preliminary findings of fact and conclusions of law contained in the
28 Court’s Preliminary Approval Order are hereby made final.

1 4. **Jurisdiction.** The Court has personal jurisdiction over all the Parties and
2 the Class Members and has subject matter jurisdiction over these Actions, including,
3 without limitation, jurisdiction over all the claims and counterclaims that were or
4 could have been asserted in the Actions; exclusive and continuing jurisdiction to
5 approve and enforce the Agreement, including exhibits thereto; and jurisdiction to
6 dismiss these Actions on the merits and with prejudice.

7 5. **Class Notices.** The Court finds that the distribution of the Class Notices
8 was undertaken by the Settlement Administrator in accordance with the terms of the
9 Agreement and the Preliminary Approval Order. Further, the Court finds that the
10 Class Notices: (a) constituted the best practicable notice to Class Members under the
11 circumstances; (b) were reasonably calculated, under the circumstances, to apprise
12 Class Members of: (i) the terms of the Agreement; (ii) their right to object to any
13 aspect of the proposed Settlement (including the fairness, reasonableness or adequacy
14 of the proposed Settlement or the requested Service Awards); and (iii) their right to
15 appear at the Fairness Hearing, either on their own or through counsel hired at their
16 own expense; (c) constituted due, adequate and sufficient notice to all persons entitled
17 to be provided with notice; and (d) fully satisfied the requirements of the Federal
18 Rules of Civil Procedure (“Rules”), including Rule 23(e); the United States
19 Constitution, including the Due Process Clause; the California Constitution; the Civil
20 Local Rules of the United States District Court for the Southern District of California;
21 and all other applicable law.

22 6. **Class Member Objections.** Full and fair notice of Class Members’
23 rights to object to the proposed Settlement and to appear at the Fairness Hearing in
24 support of such an objection has been provided in the form and manner required by
25 the Agreement, the Preliminary Approval Order, the requirements of Due Process, and
26 all other applicable law. The deadline for objection expired on [DATE]. [There were
27 ___ objections to the Settlement, but the Court has overruled each as failing to
28 undermine the fairness, reasonableness, and adequacy of the Settlement as a whole.]

1 7. **Findings and Conclusions.** The Court finds that the Settlement was not
2 the product of collusion or any other indicia of unfairness, is fair, reasonable, and
3 adequate to Class Members in light of the circumstances, individual damages
4 proceedings, and likely duration of the litigation (including appellate proceedings),
5 and the risks involved in establishing liability, damages, and in maintaining the
6 Actions as class actions, through trial and appeal. The Court finds that the Settlement
7 represents a fair and complete resolution of all claims asserted in a representative
8 capacity on behalf of the Class Members and should fully and finally resolve all such
9 claims. In support of these findings and conclusions, the Court further finds:

10 (a) There is no evidence of collusion. The proposed Settlement, as set
11 forth in the Agreement, resulted from intensive, arm's-length negotiations overseen by
12 the Honorable Jeffrey T. Miller. The Actions were extensively and vigorously
13 litigated (as further described below), prior to any settlement. The fact that Class
14 Counsel are providing all their legal services to Plaintiffs and the Class Members on a
15 *pro bono* basis further bolsters the Court's finding.

16 (b) The Settlement provides Class Members with an excellent
17 monetary recovery, permitting each Class Member to submit a Claim Form for a
18 substantial payment calculated based on their total Net Purchase Amount. The Court
19 has considered the realistic range of outcomes in these Actions, including the amounts
20 that Class Members might receive if they prevailed at trial and/or after individual
21 damages proceedings, the strength and weaknesses of the claims and defenses, the
22 complex legal issues involved, the extenuating circumstances and passage of time, the
23 risk that Class Members could receive less than the relief provided for in the
24 Settlement, and the risk that Class Members could receive nothing if the case were to
25 be concluded by a trial (which required a unanimous jury verdict), and then likely and
26 lengthy appeals. The amount offered by the Settlement is amply fair, reasonable, and
27 adequate in view of all these factors.

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1 (c) Before reaching the proposed Settlement, Plaintiffs and Defendants
2 fully and vigorously litigated their claims and defenses in extensive proceedings
3 before this Court. A detailed procedural history of the Actions is set forth in the
4 Court's docket in the Actions, and is described in the declarations in support of the
5 Motion for Final Approval of Class Action Settlement. Class Counsel briefed over
6 150 motions in the Actions, reviewed tens of thousands of documents, attended
7 dozens of hearings, took and defended 65 depositions, consulted with experts, and
8 prepared to go to trial in the *Low* Action. The Parties briefed multiple class
9 certification and decertification motions and multiple motions for summary judgment.
10 Class Counsel ably litigated these Actions over the course of six-and-a-half-years.

11 (d) Based upon the vigorous litigation of relevant legal issues before
12 this Court and extensive investigation of the underlying facts in discovery, Plaintiffs
13 and Defendants were fully informed of the legal bases for the claims and defenses
14 herein, and capable of balancing the risks of continued litigation (both before this
15 Court and on appeal) and the benefits of the proposed Settlement.

16 (e) The Class is and was at all times adequately represented by
17 Plaintiffs and Class Counsel, including in entering into and implementing the
18 Settlement, and has satisfied the requirements of Rule 23, and applicable law. Class
19 Counsel submit that they have competently prosecuted all causes of action, claims,
20 theories of liability, and remedies reasonably available to Class Members. Further,
21 both Class Counsel and Defendants' Counsel are highly-experienced lawyers with
22 specialized knowledge in complex class action litigation. Class Counsel and
23 Defendants' Counsel are capable of properly assessing the risks, expenses, and
24 duration of continued litigation, including at trial and on appeal. Class Counsel
25 submit that the Settlement is fair, reasonable and adequate for the Class Members.

26 (f) Defendants deny all allegations of wrongdoing and disclaim any
27 liability with respect to any and all claims alleged by Plaintiffs and the Class in the
28 Actions, including the propriety of class certification. There has been no adverse

1 determination against any Defendant on the merits of the claims asserted by Plaintiffs,
2 and Defendants have denied and continue to deny each and all of the claims and
3 contentions alleged by the Plaintiffs against them. Defendants expressly have denied
4 and continue to deny all charges of wrongdoing or liability against them arising out of
5 any of the conduct, statements, acts or omissions alleged or that could have been
6 alleged in the Actions, including, but not limited to, any suggestion that they have
7 committed or attempted to commit any violations of law or breached any duties owed
8 to Plaintiffs or the Class. The Defendants also have denied and continue to deny,
9 *inter alia*, the allegations that the Plaintiffs or the Class have suffered any injury as a
10 result of Defendants' conduct or omissions for which Plaintiffs or the Class are legally
11 entitled to any relief from Defendants, or that Plaintiffs or the Class were harmed by
12 any conduct or omissions by Defendants that were or could have been alleged in the
13 Actions.

14 (g) Defendants acknowledge, however, that Plaintiffs' and the Class
15 Members' claims were brought and litigated at all times in good faith and in
16 accordance with Rule 11, and all other relevant federal statutes and the rules of
17 professional responsibility.

18 (h) This Final Approval Order is not admissible as evidence for any
19 purpose against Defendants in any pending or future litigation involving any of the
20 Parties. This Final Approval Order shall not be construed or used as an admission,
21 concession, or declaration by or against Defendants of any fault, wrongdoing, breach,
22 or liability, and Defendants specifically deny any such fault, breach, liability or
23 wrongdoing. This Order and Judgment shall not be construed or used as an
24 admission, concession, declaration, or waiver by any party of any arguments,
25 defenses, or claims he, she, or it may have, including, but not limited to, any
26 objections by Defendants to class certification, in the event that the Settlement
27 agreement is terminated.

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1 (i) As addressed above, through the mailing, emailing, and
2 publication of the Class Notices in the form and manner ordered by the Court, Class
3 Members have received the best practicable notice of the Settlement, the Fairness
4 Hearing, and of their rights and options, including their rights to participate in the
5 Settlement, object to the Settlement, and/or to appear at the Fairness Hearing in
6 support of a properly submitted objection, and of the binding effect of the Orders and
7 Judgment in this Action, whether favorable or unfavorable, on all Class Members.
8 The Class Notices fully satisfied all notice requirements under the law, including the
9 Rules and Due Process rights under the U.S. Constitution and California Constitution.

10 (j) The response of the Class Members to the Settlement, including
11 the monetary relief provided thereunder, after full, fair, and effective notice thereof,
12 strongly favors final approval of the Settlement. Out of the [___] Class Notices that
13 were mailed to the Class Members, only [___] objections were received. [The Court
14 has considered the objection(s) of [Class Member] and finds the objection to be
15 without merit because _____. Therefore, the objection(s) are overruled in
16 their entirety.]

17 (k) Section 1715(b) of CAFA requires settling defendants to “serve
18 upon the appropriate State official of each State in which a class member resides and
19 the appropriate Federal official,” a specified group of documents describing the
20 settlement. Pursuant to §1715(d), Final Approval cannot be issued earlier than 90
21 days after notice is given under §1715(b). Defendants served the necessary
22 documents upon the appropriate officials no later than December [___], 2016. This
23 order is signed more than 90 days after the service of the documents by Defendants.
24 Therefore, the Court finds that Defendants are in full compliance with the CAFA, 28
25 U.S.C. §1715.

26 **8. Implementation of Settlement.** The Parties and the Settlement
27 Administrator are directed to implement the Agreement according to its terms and
28 conditions. The Parties are authorized for purposes of implementing the Agreement,

1 without further approval from the Court, to agree to and to adopt such non-substantive
2 amendments, modifications and expansions of the Agreement and the exhibits thereto
3 that are consistent with this Final Approval Order and the Court’s Final Judgment and
4 do not limit the rights of the Class Members under the Agreement. Any substantive
5 amendments, modifications, and/or expansions of the Agreement and the exhibits
6 thereto shall require prior approval by the Court.

7 9. **Attorneys’ Fees and Expenses.** The Court commends Class Counsel for
8 their *pro bono* representation of Plaintiffs and Class Members. The fact that Class
9 Counsel have decided to forego any potential entitlement to attorneys’ fees and
10 litigation costs has inured to benefit Plaintiffs and the Class Members.

11 10. **Dismissal of Action.** The Actions, including the individual claims of
12 Plaintiffs and Class claims resolved therein, will be dismissed on the merits and with
13 prejudice pursuant to the Court’s separately-entered Final Judgment.

14 IT IS SO ORDERED.

15 DATED: _____

HONORABLE GONZALO P. CURIEL
UNITED STATES DISTRICT JUDGE

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EXHIBIT C

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Exhibit C

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

SONNY LOW, J.R. EVERETT and
JOHN BROWN, on Behalf of
Themselves and All Others Similarly
Situated,

Plaintiffs,

vs.

TRUMP UNIVERSITY, LLC, a New
York Limited Liability Company and
DONALD J. TRUMP,

Defendants.

No. 3:10-cv-00940-GPC(WVG)

CLASS ACTION

FINAL JUDGMENT

[Caption continued on following page.]

1 ART COHEN, Individually and on) No. 3:13-cv-02519-GPC-WVG
2 Behalf of All Others Similarly Situated,) CLASS ACTION
3 Plaintiff,)
4 vs.)
5 DONALD J. TRUMP,)
6 Defendant.)
7 _____)
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1 WHEREAS, Plaintiffs and Defendants have entered into an Agreement, dated
2 December 19, 2016, to settle these Actions;¹

3 WHEREAS, on December 19, 2016, the Parties jointly moved this Court,
4 pursuant to Federal Rule of Civil Procedure (“Rule”) 23(e), for an order preliminarily
5 approving the classwide settlement of these Actions upon the terms and conditions set
6 forth in the Agreement;

7 WHEREAS, on _____, the Court entered its Findings and Order
8 Preliminarily Approving Settlement, Directing Issuance of Notice, and Setting of
9 Fairness Hearing (“Preliminary Approval Order”), preliminarily approving the
10 Settlement, ordering Class Notice about the Settlement to be disseminated to Class
11 Members, and scheduling a fairness hearing for _____, 2017 at ___ a.m./p.m.
12 (the “Fairness Hearing”), providing Class Members with an opportunity to object to
13 the proposed Settlement and be heard;

14 WHEREAS, on _____, 2017, the Parties filed a Motion for Final
15 Approval of Class Action Settlement and supporting documents (“Final Approval
16 Motion”);

17 WHEREAS, on _____, 2017, Plaintiffs filed a Motion for Service Awards
18 and supporting documents (the “Service Award Motion”);

19 WHEREAS, after the Parties filed supporting memoranda and other evidence,
20 the Court held the Fairness Hearing on _____, 2017, to determine whether
21 to grant final approval to the proposed Settlement; and

22 WHEREAS, on _____, 2017, the Court granted the Final Approval
23 Motion, finding the Agreement to be fair, reasonable, and adequate, and granted the
24 Service Award Motion (“Final Approval Order”).

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27 ¹ Capitalized terms in this Final Judgment shall have the same meaning as the same
28 defined terms in the Agreement.

1 Now, therefore, **IT IS HEREBY ORDERED, ADJUDGED AND DECREED**
2 as follows:

3 1. **Incorporation of Other Documents.** This Final Judgment incorporates
4 and makes a part hereof:

5 (a) the Agreement filed with this Court on December 19, 2016, and
6 the exhibits attached thereto;

7 (b) the Court's findings of fact and conclusions of law entered on the
8 record at the Fairness Hearing on _____, 2017; and

9 (c) the Court's findings of fact and conclusions of law contained in the
10 Preliminary Approval Order and the Final Approval Order.

11 2. **Jurisdiction.** The Court has personal jurisdiction over all Parties and
12 Class Members and has subject matter jurisdiction over these Actions, including,
13 without limitation, jurisdiction over all the claims asserted in the Actions and all
14 Released Claims; jurisdiction to approve and enforce the Agreement and the exhibits
15 thereto; and jurisdiction to dismiss these Actions on the merits and with prejudice.

16 3. **Release.** The Mutual Releases set forth in Section X of the Agreement is
17 incorporated herein and effective as of the date of this Final Judgment.

18 4. **Permanent Injunction.** Effective as of the date of the Final Approval
19 Order, this Judgment is binding on all Parties and all Class Members and extinguishes
20 all Released Claims of Releasing Plaintiffs and Class Members and Releasing
21 Defendants that were released pursuant to the Agreement. All Releasing Plaintiffs
22 and Class Members and Releasing Defendants are hereby permanently barred and
23 enjoined from:

24 (a) filing, commencing, prosecuting, maintaining, intervening in,
25 participating in, conducting, or continuing litigation or otherwise, or from receiving
26 any benefits from any lawsuit, administrative, or regulatory proceeding or order in any
27 jurisdiction, based on, or relating to the Released Claims;

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1 (b) filing, commencing, or prosecuting a lawsuit as a class action, a
2 separate class, or group for purposes of pursuing a putative class action (including by
3 seeking to amend a pending complaint to include class allegations or by seeking class
4 certification in a pending action in any jurisdiction) on behalf of Class Members,
5 arising out of, based on, or relating to the claims, causes of action, facts and/or
6 circumstances relating thereto, the Released Claims; and

7 (c) organizing or soliciting the participation of any Class Member in a
8 separate class or group for purposes of pursuing a putative class action, or any claim
9 or lawsuit, in any jurisdiction arising out of, or relating to, the Released Claims.

10 5. **Enforcement of Settlement.** Nothing in this Final Judgment shall
11 preclude any action to enforce the terms of the Agreement or any exhibit thereto. This
12 Final Judgment, the Final Approval Order, and the Agreement may be filed in any
13 action against or by Released Plaintiffs and Class Members or Released Defendants to
14 support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith
15 settlement, judgment bar or reduction, full faith and credit, or any other theory of
16 claim preclusion, issue preclusion or similar defense or counterclaim to the extent
17 allowed by law.

18 6. **No Admission of Liability.** Neither this Final Judgment, the Final
19 Approval Order, nor the Agreement, nor any other document referred to therein, nor
20 any action taken to carry out this Final Judgment, the Final Approval Order, or the
21 Agreement is admissible as evidence for any purpose against Defendants in any
22 pending or future litigation involving the Parties, nor may it be construed as, or may
23 be used as an admission, concession, or declaration by or against Defendants of the
24 validity of any claim, nor any fault, wrongdoing, breach, or liability whatsoever, and
25 Defendants specifically deny any such actual or potential fault, wrongdoing or
26 liability. Each of the Final Judgment, Final Approval Order, and Agreement shall not
27 be construed or used as an admission, concession, declaration, or waiver by any party
28 of any arguments, defenses, or claims he, she, or it may have, including, but not

1 limited to, any objections by Defendants to class certification, in the event that the
2 Agreement is terminated.

3 7. The Court finds that, during the course of the Actions, the Parties, Class
4 Counsel, and Defendants' Counsel at all times complied with the requirements of Rule
5 11 and all applicable rules of professional conduct.

6 8. **Modification.** The Parties are authorized, without further approval from
7 the Court, to agree to and adopt such amendments, modifications, and expansions of
8 the Agreement and all exhibits attached thereto that are consistent with the Final
9 Judgment, and that do not limit the rights of Class Members under the Agreement.
10 Without further order of the Court, the Parties may agree to reasonable extensions of
11 time to carry out any of the provisions of the Agreement.

12 9. **Service Awards.** Any order regarding Service Awards shall in no way
13 disturb or affect this Final Judgment and shall be considered separate and apart from
14 this Final Judgment.

15 10. **Retention of Jurisdiction.** Without affecting the finality of this
16 Judgment in anyway, this Court expressly retains exclusive and ongoing jurisdiction
17 as to all matters relating to the administration, consummation, enforcement and
18 interpretation of the Agreement, including, but not limited to, the funding, guarantee,
19 and administration of the Settlement Fund, and of this Final Judgment, and for any
20 other necessary purpose, including:

21 (a) enforcing the terms and conditions of the Agreement and resolving
22 any disputes, claims, or causes of action that, in whole or in part, are related to or arise
23 out of the Mutual Releases, Released Claims, Settlement, Final Approval Order, or
24 this Final Judgment;

25 (b) entering such additional orders as may be necessary or appropriate
26 to protect or effectuate this Final Judgment, the Final Approval Order, and
27 Agreement, dismissing all claims on the merits and with prejudice, and permanently
28 enjoining the Releasing Plaintiffs and Class Members and Releasing Defendants from

1 initiating or pursuing related proceedings, or to ensure the fair and orderly
2 administration of this Settlement; and

3 (c) entering any other necessary or appropriate orders to protect and
4 effectuate this Court’s retention of continuing jurisdiction.

5 11. **Dismissal of Action.** The Actions, including the individual claims of
6 Plaintiffs and Class claims resolved in them, are hereby dismissed on the merits and
7 with prejudice without fees or costs to any Party, except as provided in the
8 Agreement.

9 12. There being no just reason for delay, the Court, in the interests of justice,
10 expressly directs the Clerk of the Court to immediately enter this Final Judgment, and
11 hereby decrees that, upon entry it be deemed a final judgment.

12 IT IS SO ORDERED.

13 DATED: _____

HONORABLE GONZALO P. CURIEL
UNITED STATES DISTRICT JUDGE

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