

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MOHAMMAD KASHMIRI, *et al.*,)
Individually and on behalf of a class of similarly situated persons,)
)
Plaintiffs,)
)
v.)
)
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,)
)
Defendant.)
_____)

Case No. CGC-03-422747

NOTICE OF PENDENCY OF CLASS ACTION

NOTICE TO ALL:

1. Current and former University of California ("UC") students who enrolled in a UC professional degree program prior to December 16, 2002, and whose professional degree fees were raised after that date.
2. Students who attended any UC school on a semester system during the Spring 2003 semester, whose fees for that semester increased after they had already enrolled in classes and received bills for the semester.
3. Students who attended the Summer 2003 session at UC Berkeley or UCLA, whose fees for that summer session increased after they had already enrolled and received bills for the session.

**This notice may affect your legal rights.
Please read it carefully.**

Students filed this lawsuit against the Regents of the University of California challenging certain tuition increases. The students who filed the lawsuit, and the students whom they seek to represent, are the "plaintiff class" or the "plaintiffs." **The purpose of this notice is to advise you that you have been identified as a possible class member and to advise you of the potential effect this case will have on your rights.**

SUMMARY OF THE CASE

The lawsuit challenges three different fee increases: (1) the plaintiffs allege that the University promised all professional school students who first enrolled in their programs prior to December 16, 2002, that it would not increase the amount of the professional degree fee for the entire time of their enrollment, and that UC breached that contract when it increased their professional degree fees in the Spring of 2003 and for the 2003-04 and 2004-05 school years; (2) the plaintiffs allege that UC breached contracts it made about the price required for the Spring 2003 semester when it increased fees after students had already signed up for classes and received a bill for the semester; (3) the plaintiffs allege that UC breached contracts it made about the price required for the Summer 2003 session at UC Berkeley and UCLA when it increased fees after students had already signed up for classes and received a bill for the session.

The University denies that it entered into enforceable contracts with the students not to increase the professional degree fees or fees for the Spring 2003 semester and Summer 2003 session and asserts that all UC students were cautioned that all fees were subject to change without notice.

The Court has not yet determined whether the plaintiffs' or the University's contentions are correct. On October 1, 2004, the Court held a hearing on potentially dispositive motions. If the Court's ruling on those or subsequent motions does not resolve the case, the trial is scheduled to begin on May 2, 2005.

CLASS ACTION RULING

The Court has approved the parties' stipulation that this lawsuit may be maintained not only by the representative plaintiffs, but also on behalf of three subclasses: (1) the **Professional Student Subclass** consists of all UC students subject to the Fee for Selected Professional School Students who first enrolled in their respective professional degree programs prior to December 16, 2002, and whose Fee for Selected Professional Degree School Students was raised on or after that date; (2) the **Spring 2003 Student Subclass** consists of any and all students at UC Berkeley (all schools) or any UC school of law or medicine who were billed, assessed, or charged fees for the Spring 2003 semester prior to receiving individualized notice that the Educational and/or Professional Degree Fees would be increased for that semester and whose Educational and/or Professional Degree Fees were increased subsequent to that bill, assessment, or charge; and (3) the **Summer 2003 Student Subclass** consists of any and all students at UC Berkeley or UCLA who were billed, assessed, or charged fees for the Summer 2003 session prior to receiving individualized notice that the per-unit and/or per-student fees would be increased for that session and whose per-unit and/or per-student fees were increased subsequent to that bill, assessment, or charge.

Counsel for the class are Jonathan Weissglass and Danielle Leonard, Altshuler, Berzon, Nussbaum, Rubin & Demain, 177 Post Street, Suite 300, San Francisco, CA 94108 and Andrew D. Freeman and Deborah T. Eisenberg, Brown, Goldstein & Levy, LLP, 120 E. Baltimore Street, Suite 1700, Baltimore, Maryland 21202, info@browngold.com.

ESTIMATED RECOVERY

The plaintiffs seek to recover refunds of the fee increases they were required to pay. If the Court rules that the University breached its contracts, the plaintiffs will seek recoveries that will vary depending on each student's status and school. Estimated recoveries include \$135 per student for those whose educational fees were increased for Spring semester 2003; \$160 per undergraduate and \$182 per graduate student at UC Berkeley and \$18 per unit at UCLA for those whose fees were increased for Summer 2003 sessions after they had enrolled and were billed or charged; and, for professional degree students, additional amounts ranging from \$150 to \$400 for Spring 2003 and from \$1,125 to \$3,473 for 2003-04 and 2004-05. Plaintiffs will also seek interest on these amounts. Any such amounts will be reduced by any offsetting increases in financial aid grants that the students received to cover such fee increases.

RIGHTS AND OBLIGATIONS OF CLASS MEMBERS

If you fall within the definition of any of the above three subclasses, you will automatically become a class member in this lawsuit. **If you wish to be a member of the student class in this case, you do not need to do anything further at this time, and you should NOT file an exclusion request.** As a class member:

- You will be represented by the named class representatives and the attorneys representing the class. You will not be charged for this representation. If the plaintiffs win, plaintiffs' counsel will ask the Court that they be compensated based on a reasonable percentage of the total benefits to the class. However, you may enter an appearance through your own attorney by mailing a Notice of Appearance to the Clerk of the Court, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA, 94102. You may also may move the Court for permission to appear as named class co-representative.
- You will receive notice of any ruling affecting your membership in the class and notice of any proposed settlement or dismissal of class claims or any judgment rendered.
- You will be bound by any judgment or other final disposition of the class lawsuit, whether that disposition is favorable or not.
- You will participate, upon meeting any prerequisites set by the Court, in a distribution of any refunds or monetary damages recovered in the litigation.
- You should retain all records and documents pertaining to the subject matter of this case, including all billing statements.
- You will be deemed, as discussed below, to have consented to the University's disclosing certain personally identifiable information about you from University records to counsel for the class so they may represent you and determine the amount of any refund or monetary recovery to which you may be entitled.

ELECTION NOT TO PARTICIPATE IN CLASS ACTION ("OPTING OUT")

If you want to be excluded from the class, you must send a written notice of your intent to exclude yourself from the class, with the information requested below, by mail postmarked no later than December 15, 2004, to: Class Action Administrator, P.O. Box 1740, Faribault, MN 55021-1740.

Please include your full name, your social security number, your current mailing address, phone number, e-mail address, and a statement that you wish to be excluded from the *Kashmiri v. Regents* fee lawsuit. The choice to exclude yourself from the class has certain consequences, and you may wish to consult an attorney regarding this choice. If you elect to be excluded: (1) you will not be bound by any judgment in the case and will retain any claims you may have against the Regents, subject to applicable statutes of limitations, and (2) you will not share in any monetary or other recovery that might be paid to students if the class representatives are successful in trial or from any settlement.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

Under the Family Educational Rights and Privacy Act of 1974 ("FERPA") and UC policy, you have the right to maintain the privacy of certain educational records maintained by UC about you, and to prevent disclosure of certain information without your consent. If you remain a class member, you will be consenting to UC's disclosure of information about you to class counsel so they can adequately represent you in this case and determine any monetary recovery to which you may be entitled. Such information may include, for example, the dates on which you enrolled or registered for certain semesters or sessions, the dates on which you were billed, assessed or charged fees for those semesters or sessions, the dates on which you paid certain fees, the amounts of such payments, and the amounts of any grants and other financial aid you received that may have covered the fee increases.

Counsel for the class will use such information solely for purposes of representing you in this case, and your status as a class member will not be deemed a consent for the University to release this information to anyone else. Unless you send a request to be excluded, this information will be provided to class counsel, even if you have previously exercised by written or electronic notice to UC your right to refuse to permit the UC to disclose certain categories of personally identifiable information designated by the campus as directory information, and will not rescind your refusal for that purpose. If you do not wish UC to disclose this information to counsel for the class, you must send a request for exclusion from the case, as discussed above.

ADDITIONAL INFORMATION

If you have any questions concerning the matters in this notice, or if you have corrections or changes to your name or address (so future notices about this case will reach you), please contact plaintiffs' counsel at info@browngold.com or the addresses on page 2. **DO NOT CALL OR WRITE THE COURT.**

The pleadings and all other records of this litigation may be examined and copied any time during the regular office hours in the office of the Clerk of the Court at the address on page 2.

October 25, 2004

Judge James L. Warren,
California Superior Court
San Francisco County