

FILED

APR 17 2025

**IN THE TWENTY FIRST JUDICIAL CIRCUIT
ST. LOUIS COUNTY, MISSOURI**

**JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY**

SAMUEL DEAN, on behalf of himself and all
others similarly situated,

Case No. 20SL-CC02850

Plaintiff,

vs.

MARYVILLE UNIVERSITY OF SAINT
LOUIS,

Defendant.

**FINAL ORDER AND JUDGMENT GRANTING PLAINTIFF'S UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION
FOR ATTORNEYS' FEES, EXPENSES, SERVICE AWARD TO CLASS
REPRESENTATIVE, AND SETTLEMENT ADMINISTRATION COSTS**

This matter is before the Court on Plaintiff Samuel Dean's ("Plaintiff") Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Expenses, and Service Award to Class Representative ("Motion") in which Plaintiff requested that the Court: (1) grant Final Approval of the Settlement; (2) certify for settlement purposes the Settlement Class pursuant to Missouri Rules of Civil Procedure 52.08(b)(3); (3) appoint Plaintiff as Class Representative; (4) appoint Class Counsel as counsel for Plaintiff and the Settlement Class; (5) grant the application for attorneys' fees and expenses; (6) grant the application for a service award to the Class Representative; (7) grant the application for settlement administration costs; and (8) enter Final Judgment dismissing the Action with prejudice.

Having considered the Motion, and for good cause shown, the Court grants the Motion.

IT IS HEREBY ORDERED that:

1. This Order incorporates, as if fully set forth herein, the definitions contained in the Settlement Agreement and Release entered by the Parties.

2. This Order incorporates, as if fully set forth herein, the Preliminary Approval Order dated January 16, 2025.

3. This Court has jurisdiction over the Class Representative and Maryville in the above-captioned case. The Court also has jurisdiction over the subject matter of the Action.

4. The Court finds that, solely for the purposes of settlement, the requirements of Missouri Rule of Civil Procedure 52.08 have been met, specifically:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law and fact common to the Settlement Class based upon the claims raised in the Action;
- c. The Class Representative's claims are typical of the claims of the Settlement Class;
- d. The Class Representative and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and
- e. Common questions of law and fact predominate over any individualized questions, and a class action is the superior method of adjudicating this Action.

5. The Court certifies the following Settlement Class for settlement purposes only:

All undergraduate students who paid tuition and/or the One Fee, or on whose behalf such payments were made, and were enrolled in one (1) or more of Defendant's on-campus courses during the Spring 2020 semester and whose tuition and/or One Fee were not refunded. Excluded are current employees of Maryville (not including student-worker employees) and their children; students who paid a One Fee for the online program and were not enrolled in an on-campus course after March 16, 2020; and students who withdrew from Maryville University prior to March 16, 2020. Also excluded from the Settlement Class are (1) any Judge presiding over this Action and members of their families; (2) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely Opt-Out Statement for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons.

6. Samuel Dean is hereby appointed as Class Representative of the Settlement Class.

7. Lynch Carpenter, LLP, Leeds Brown Law, P.C., and the Sultzer Law Group, P.C., are appointed as Class Counsel to act on behalf of the Settlement Class and Settlement Class Representative with respect to the Settlement with Tiffany Yiatras of Consumer Protection Legal, LLC, appointed as local counsel and liaison with the Court.

8. The Court has conducted a thorough examination of the record and has determined that the Settlement is fair, reasonable, and adequate pursuant to Missouri Rule of Civil Procedure 52.08 and applicable case law. In evaluating the fairness of the Settlement, the Court has considered: “(1) the existence of fraud or collusion behind the Settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of the plaintiff’s success on the merits; (5) the range of possible recovery; and (6) the submissions of class counsel, class representatives, and absent class members.” *Bachman v. A. G. Edwards, Inc.*, 344 S.W.3d 260, 266 (Mo. App. 2011) (quoting *Ring v. Metro. St. Louis Sewer Dist.*, 41 S.W.3d 487, 492 (Mo. App. 2000)). The Court finds that each of these factors support granting final approval of the Settlement. With respect to these factors, the Court finds and concludes as follows:

- a. First, the Court finds that the Settlement is the result of arm’s-length negotiations between two adverse parties. There is no suggestion or evidence that the Settlement is the product of fraud or collusion. The Settlement was reached after contentious negotiations by counsel experienced in litigating and settling class actions. The Settlement involves significant concessions by both sides and provides substantial relief to members of the Settlement Class.
- b. Second, the factual and legal issues in this case are relatively complex and would require expensive and protracted litigation to resolve.

- c. Third, the Settlement was reached by parties with sufficient information to effectively evaluate the terms of the Settlement and represent the Settlement Class. The Parties engaged in a sufficient amount of formal and informal discovery to drive the Parties' settlement discussions.
- d. Fourth, the Court finds that success on the merits is far from certain.
- e. Fifth, the Settlement falls within the range of possible recovery the Class could achieve at trial if Plaintiff were to succeed on the merits. Furthermore, it is possible that the Settlement Class would receive no recovery if the case were resolved through continued litigation and a trial. The Settlement provides immediate and certain benefits to the Class that may not be available through continued litigation.
- f. Sixth, the Court finds that the opinions of Class Representatives and Class Counsel and the response of absent Settlement Class members weigh in favor of final approval. Class Representative and Class Counsel, who have extensive knowledge of the factual and legal issues in the case and actively have been involved in the negotiations and mediation, support the proposed Settlement as fair, reasonable, and adequate. Their assessment of the benefits provided by the Settlement in light of the risks associated with continued litigation is entitled to appropriate weight. In addition, all available evidence indicates that the Settlement enjoys overwhelming support from the Settlement Class, as there have been no objections or requests for exclusion from the Settlement.

9. The notice to the Settlement Class of the proposed Settlement, issued pursuant to the Court's Preliminary Approval Order, was adequate and constituted the best notice practicable under the circumstances. The notice was reasonably calculated, under the circumstances, to apprise

interested parties of the pendency of the action and afford them an opportunity to present their objections.

10. Based upon its evaluation of the foregoing factors and the record submitted by the Parties, the Court finds that the Settlement is fair, reasonable, and adequate. The Court, therefore, **GRANTS** final approval of the Settlement in all respects. The parties are directed to implement the terms of the Settlement as provided in the Agreement.

11. The Court also has considered Plaintiff's and Class Counsel's Application for reasonable attorneys' fees and litigation expenses. The Court finds that Class Counsel has achieved an excellent Settlement for the Settlement Class. Given the substantial results obtained for the Settlement Class, the efforts and skill shown by Class Counsel in investigating and bringing this class action to a successful resolution, and the considerable risk Class Counsel incurred in pursuing this matter on a contingency basis, the Court finds that Plaintiff's and Class Counsel's request for an award of \$225,000, representing approximately 11% of the Conferred Benefit is reasonable and will be awarded. The Court further finds that an award of \$150,000.00 in expenses is reasonable and will be awarded. The Court finds and concludes that the requested awards are fair and reasonable for numerous reasons, including the following:

- a. The total value of the Settlement is \$2,120,000. In awarding Class Counsel its reasonable attorneys' fees and litigation expenses, the Court has considered the total amount of benefits afforded by the Settlement. *See Berry v. Volkswagen of Am., Inc.*, No. 0515-CV01171-01, at ¶¶ 3, 4 (Mo. Cir. Ct. Jackson Cnty. May 3, 2011), *aff'd*, 397 S.W.3d 425 (Mo. banc 2013) ("[T]he reasonableness of the fees must be measured against the benefit conferred by the settlement rather than the actual amount paid out[.]").

- b. Under the percentage-of-the-recovery approach, Class Counsel's fee award represents less than 15% of the Conferred Benefit. Such a low award easily falls within the range of awards routinely granted by courts in Missouri. *See Bachman*, 344 S.W.3d at 267 (holding that a fee award of approximately one-third of the value of a settlement is "not unreasonable" in class action cases); *Hale v. Wal-Mart Stores, Inc.*, No. 01-CV-218710, 2009 WL 2206963, ¶ 30 (Mo. Cir. May 15, 2009) ("The 38.3% fee requested in this case is customary and well in line with attorneys' fees award in similar cases."); *McLean v. First Horizon Home Loan Corp.*, No. CV228590, 2007 WL 5674689, ¶ 11 (Mo. Cir. Ct. Jackson Cnty. June 7, 2007) (Scoville, J.) ("[33.3]% contingency fee is well within the average recovery from recent class action settlements.").

12. Based on the foregoing, the Court **GRANTS** Plaintiffs' and Class Counsel's application for an award of attorneys' fees in the amount of \$225,000, costs in the amount of \$150,000.00, as well as \$17,500.00 for the cost associated with Settlement Administration services.

13. The Court has also considered the application for a service award of \$7,500 to the Class Representative. The Court finds that Class Counsel's request for a service award is fair and reasonable. *See McLaughlin on Class Actions, supra*, § 6:28 ("[I]t is fair and reasonable to compensate class representatives, ordinarily within the range of \$1,000-\$20,000, for the efforts they make in obtaining a recovery on behalf of the class."); *Bachman*, 2010 WL 5648344, ¶ 4 (awarding \$10,000 each to the two representative plaintiffs).

14. In determining the reasonableness of a service award, the Court considers: "(1) the actions the named class representatives have taken to protect the interests of the class; (2) the

degree to which the class has benefited from those actions; and (3) the amount of time and effort the named class representatives expended in pursuing the litigation.” *Hale*, 2009 WL 2206963,

¶ 43. The Court finds that the time and effort Plaintiff devoted to this matter contributed to the overall result and benefited the Settlement Class. Here, the successful outcome in this case would not have been possible without the efforts of Plaintiff, and his initiative and efforts on behalf of the Settlement Class should be rewarded. *See id.* at 43 (“The purpose of service awards, or supplemental compensation, for class representatives is to encourage people with significant claims to pursue actions on behalf of others similarly situated.”). The Court hereby approves a service award of \$7,500 to Plaintiff.

15. The Court hereby dismisses this action against Defendant with prejudice as to all members of the Settlement Class, as outlined in the Agreement.

WHEREFORE, for the reasons set forth herein, Plaintiff’s Motion is **GRANTED**.

Date: 4/17/25

By:  _____
Hon. John N. Borbonus