

21st Judicial Circuit of St. Louis County, Missouri

Dean v. Maryville University of Saint Louis, Case No. 20SL-CC02850 (St. Louis Cnty. Mo. Cir. Ct.)

IF YOU PAID TUITION AND/OR ONE FEES TO MARYVILLE UNIVERSITY OF ST. LOUIS FOR THE SPRING 2020 SEMESTER, YOU MAY BE ELIGIBLE FOR COMPENSATION FROM A CLASS ACTION SETTLEMENT.

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

Your legal rights are affected whether you act or not. Please read this notice carefully.

A settlement has been reached in the above-entitled action. If the Court gives final approval of the Settlement, Maryville University of Saint Louis's ("Maryville") will provide the Conferred Benefits in the Settlement, and you may be entitled to a portion of the Net Settlement Fund. The purpose of this Notice is to inform you of the Settlement so that you may decide what steps to take in relation to it.

BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because a Settlement has been reached in the action entitled *Dean v. Maryville University of Saint Louis*, Case No. 20SL-CC02850 (St. Louis Cnty. Mo. Cir. Ct.). You may be a member of the class of students on whose behalf this Action was filed; thus, you may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 19 below.

2. What is a class action?

In a class action, one or more people called a "Class Representative" (in this case, Samuel Dean) sue on behalf of people who have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. Since Maryville was the entity sued in this Action, it is called the Defendant.

3. What is the lawsuit about?

Plaintiff Samuel Dean ("Plaintiff") commenced a putative class action in the Circuit Court of St. Louis County, Missouri alleging breach of contract, unjust enrichment, and Missouri Merchandising Practices claims related to Maryville's transition of in-person instruction and other educational services to a virtual environment during a portion of the Spring 2020 semester due to the COVID-19 pandemic and related state and local public health mandates and orders. Maryville denies Plaintiff's allegations and that it has done anything wrong. No court has decided which side is right. To learn more about what has happened in this litigation to date, please see Section 19.

4. Why is there a Settlement?

Both sides agreed to the Settlement to avoid ongoing litigation costs and going to trial. As a result, the Class Members will receive relief now rather than years from now, if at all.

Questions? Call 1-888-452-7441 or visit www.MaryvilleCovidSettlement.com

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

You are a member of the Class if you fit the following description:

You were an undergraduate student 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 Maryville's on-campus courses during the Spring 2020 semester and whose tuition and/or One Fee were not refunded. You are not a Class Member if you are a current employee of Maryville (not including student-worker employees); a child of a current employee; you paid a One Fee for the online program and were not enrolled in an on-campus course after March 16, 2020; or you withdrew from Maryville University prior to March 16, 2020. If you were a graduate student during the Spring 2020 semester, you are not part of the class.

6. What if I am still not sure if I am included?

If you are still not sure whether you are included in the Settlement Class, you can visit the website www.MaryvilleCovidSettlement.com, call toll free 1-888-452-7441, or write to Dean v. Maryville University of Saint Louis, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 for more information.

THE PROPOSED SETTLEMENT

7. What relief does the Settlement provide?

The Settlement provides for a Conferred Benefit, which has an approximate total value of \$2,120,000.00. The Conferred Benefit consists of: (1) a New Cash Settlement Fund; (2) Spring 2020 Released Debt; and (3) Non-Cash Benefits.

Maryville has agreed to provide \$500,000.00 as the New Cash Settlement Fund. Your Settlement payment will be a proportional distribution of the Net Settlement Fund based on your net payment of tuition and fees minus the amount of Maryville-backed scholarships and grants that you received.

The total Spring 2020 Released Debt is approximately \$120,000.00. This amount only includes debt that is still owed directly to Maryville and does not include debt owed on federal or private loans.

The Non-Cash Benefit entitles each Class Member to audit up to two (2) online or on-campus courses offered by Maryville. The total value of the Non-Cash Benefit is approximately \$1,500,000.00.

Maryville will provide you with information on the process to audit two (2) online or on-campus courses offered by Maryville after Final Approval.

YOUR RIGHTS AND OPTIONS

If you are a Class Member, you must decide how you wish to handle the Settlement and exercise your options as detailed below, including meeting any associated deadline.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	<p>Receive the benefits in the Settlement.</p> <p>If you do nothing and the Court approves the Settlement, you will receive a portion of the New Cash Settlement Fund, relief for any debt you directly owed Maryville in relation to the Spring 2020 Semester and may audit two (2) online or on-campus courses offered by Maryville free of charge.</p> <p>If you would like to elect to receive your portion of the New Cash Settlement Fund through digital means such as [Venmo or Paypal] instead of a physical check, or to update your address to receive a physical check, then you must submit the Election Form via the settlement website at www.MaryvilleCovidSettlement.com.</p>	<p>Deadline:</p> <p>March 6, 2025</p>
ASK TO BE EXCLUDED	<p>Get out of this Settlement and get no money.</p> <p>If you ask to be excluded from the Settlement, you are not eligible to share in the benefits of the Settlement. Instead, you will keep any rights to sue Maryville separately over the legal claims in this Action.</p>	<p>Deadline:</p> <p>March 6, 2025</p>
OBJECT	<p>Challenge the Settlement.</p> <p>You may file a written objection telling the Court why you object to (i.e., don't like) the Settlement and think it should not be approved. Submitting an objection does not exclude you from the Settlement.</p>	<p>Deadline:</p> <p>March 6, 2025</p>
GO TO THE FAIRNESS HEARING, IF THERE ARE OBJECTIONS	<p>Go to Court if Anyone Objected.</p> <p>Plaintiff shall move for Final Approval of the Settlement, request for attorneys' fees and costs of the lawyers who brought the Action, and request for a Service Award for Plaintiff for bringing the Action. Plaintiff will indicate whether any objections have been received. If no objections are received, then Plaintiff will inform the Court that no Fairness Hearing is necessary, unless ordered by the Court. If objections are received, then Plaintiff will request a hearing so that objections can be heard and considered.</p> <p>You may, but are not required to, speak at the Fairness Hearing about any objection you filed to the Settlement. If you intend to speak at the Fairness Hearing, you must also submit a "Notice of Intention to Appear" indicating your intent to do so.</p>	<p>Date and Time:</p> <p>May 16, 2025, at 1:00 p.m.</p>

These rights and options—**and the deadlines to exercise them**—are explained in more detail below. The Court has preliminarily approved the Settlement and must decide whether to give final approval of the Settlement. The relief provided to the Settlement Class will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

8. What happens if I do nothing at all?

If you do nothing and the Court approves the proposed Settlement, you will be releasing your claims against Maryville. This generally means that you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against Maryville regarding the claims in the Action. The Settlement Agreement, available online at the following Settlement Website: www.MaryvilleCovidSettlement.com, contains the full terms of the release.

9. What happens if I exclude myself?

If you exclude yourself from the Settlement, you will be excluded from the Settlement Class, you will not receive any relief from the Settlement, you will not be bound by the Judgement entered in the Action, and you will not be precluded from prosecuting any timely, individual claim against Maryville based on the conduct alleged in the Action.

10. How do I request to be excluded?

To exclude yourself, you must mail, via First Class United States Mail, postage prepaid, a written, signed statement stating you wish to opt out (“Opt-out Statement”) to the Settlement Claims Administrator or fill out the opt-out form in the Settlement Website. In order to be valid, the Opt-out Statement must include your name, address, and telephone number, and a statement indicating your intention to opt-out. To be effective, an Opt-out Statement must be postmarked by United States Postal Service or via verification through the Settlement Website on or before the Notice Response Deadline.

The last day of the Notice Response Deadline is March 6, 2025. The mailing address of the Settlement Claims Administrator is Dean v. Maryville University of Saint Louis, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, and the opt-out form may be filled in at www.MaryvilleCovidSettlement.com.

11. How do I tell the Court that I disagree with the Settlement?

To object to the Settlement, an objection statement must be mailed to the Settlement Claims Administrator via First Class Mail, postage pre-paid, and postmarked by the United States Postal Service on or before the Notice Response Deadline. The statement must include:

- (1) your name, address, and telephone number;
- (2) an explanation of the basis upon which you claim to be a Settlement Class Member;
- (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection;
- (5) a statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules);
- (6) copies of any papers, briefs, declarations, affidavits, or other documents upon which the objection is based;

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(7) a detailed list of any other objections submitted by you, or your counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and

(8) your signature, in addition to the signature of your attorney (if any) – an attorney’s signature alone shall not be deemed sufficient to satisfy this requirement.

The last day of the Notice Response Deadline is March 6, 2025. The mailing address of the Settlement Claims Administrator is Dean v. Maryville University of Saint Louis, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

12. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you do not exclude yourself from the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE LAWYERS REPRESENTING THE CLASS.

13. Do I have a lawyer in this case?

Yes. The Court appointed the law firms of Lynch Carpenter, LLP ((Eddie) Jae K. Kim and Tiffine Malanphy), Leeds Brown Law (Michael Tompkins), and The Sultzer Law Group, P.C. (Jason Sultzer) as “Class Counsel”, and Consumer Protection Legal, LLC (Tiffany Yiatras) as local counsel. You do not have to pay Class Counsel. If you want to be represented by your own lawyer and have that lawyer appear in court for you in this case, you may hire one at your own expense.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve attorneys’ fees of up to \$225,000 and costs of up to \$150,000, which will be paid out of the Qualified Settlement Fund. You will not be required to pay any attorneys’ fees or costs.

15. May I get my own lawyer?

You are not required to hire your own lawyer because Class Counsel is working on your behalf. However, if you want your own lawyer, you can hire one at your own expense. For example, you can ask your lawyer to appear in court for you if you want someone other than Class Counsel to speak for you.

FAIRNESS HEARING

16. What is the Fairness Hearing?

The Court has preliminarily approved the Settlement and may hold a hearing to decide whether to give final approval to the Settlement. If no objections to the Settlement are received, then Plaintiff will so indicate and inform the Court that no hearing is necessary unless the Court orders one. If objections are received, then Plaintiff will so indicate and request that the Court hold a Fairness Hearing.

The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and is in the best interests of the Settlement Class; to consider the award of attorneys’ fees

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and expenses to Class Counsel; and to consider the request for a Service Award to the Plaintiff. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement. You may attend, but you do not have to do so.

17. When and where is the Fairness Hearing?

If a Fairness Hearing is set, it will be before the Hon. John N. Borbonus in Division 6 of the 21st Judicial Circuit of St. Louis County, Missouri, located at 105 South Central Avenue, Clayton, MO 63105. Please check www.MaryvilleCovidSettlement.com for any updates about the Settlement or Fairness Hearing, including the date and time of the Fairness Hearing, if one is set.

18. May I speak at the hearing?

You may speak at the Fairness Hearing if: (a) you have timely submitted an objection; and (b) you have timely provided a Notice of Intent to Appear. If you have requested exclusion from the Settlement, you may not speak at the hearing.

GETTING MORE INFORMATION

19. Are more details available?

Visit the Settlement Website at www.MaryvilleCovidSettlement.com, where you will find a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative Complaint filed in the Action. Alternatively, you may contact the Settlement Claims Administrator at the email address: MaryvilleCovidSettlement@cptgroup.com or the U.S. postal (mailing) address: Dean v. Maryville University of Saint Louis, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606. This description of this Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file, you should visit <https://www.courts.mo.gov/cnet/welcome.do>, or the Clerk's office at 105 South Central Avenue, Clayton, MO 63105. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

20. What if my address or other information has changed?

It is your responsibility to inform the Settlement Claims Administrator of your updated information. You may do so by emailing your updated information to the email address: MaryvilleCovidSettlement@cptgroup.com or mailing it to U.S. postal (mailing) address: Dean v. Maryville University of Saint Louis, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE, EXCEPT FOR AS PROVIDED ABOVE.