

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Agreement”) is entered into between Plaintiff Samuel Dean (“Plaintiff” or “Class Representative”), individually, an on behalf of a class of individuals (the “Class” “Settlement Class” or “Class Members” as defined below) and Defendant Maryville University of Saint Louis (“Maryville” or “Defendant”). Plaintiff, Class Members, and Defendant are referred to individually as “Party” and collectively as the “Parties.”

RECITALS AND BACKGROUND

A. On August 18, 2020, 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. Plaintiff’s case was consolidated with a similarly filed case and was eventually titled and given the following case number: *Dean v. Maryville University of Saint Louis*, Case No. 20SL-CC02850 (St. Louis Cnty. Mo. Cir. Ct.) (the “Action”).

B. Defendant vigorously contested each and every claim in the Action and denied (and continues to deny) all material allegations of the Action and would continue to assert numerous defenses if this matter proceeded further

C. In response to a motion to dismiss filed by Defendant, the Court dismissed Plaintiff’s contract claims on October 26, 2021 but denied the motion as to Plaintiff’s remaining claims. The parties proceeded through extensive fact discovery.

D. Despite opposition from Defendant, on August 8, 2023, the Court certified a class, appointed Plaintiff as Class Representative, appointed Lynch Carpenter LLP, The Sultz Law Group, P.C., Leeds Brown Law P.C., as Class Counsel, and Tiffany Yiatras of Consumer Protection Legal, LLC, as local counsel and liaison with the Court, and certified a class of “[a]ll undergraduate students who paid tuition and/or Mandatory Fees, 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.” On December 7, 2023, the Court amended and narrowed the class definition to include “[a]ll 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 (the “Class”). 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, 202; and students who withdrew from Maryville University prior to March 16, 2020.”

E. Following the certification of the class, Maryville produced additional information about the class members. Plaintiff identified an expert on damages allegedly sustained by the Class, and the Parties engaged in expert discovery.

F. On June 14, 2024, the Parties each moved for summary judgment. Briefing was fully completed on August 14, 2024. All parties sought full summary judgment on all claims in their favor. The Court has not ruled on the summary judgment motions.

G. The Parties were set to commence trial on August 26, 2024 and began to exchange and file required pre-trial submissions. As the Parties proceeded to prepare for trial, the Parties engaged in settlement discussions to resolve the claims in this Action and provide class-wide relief in exchange for class-wide release of claims.

H. The Settlement was reached as a result of extensive arms-length negotiations between the Parties and counsel. Before and during these settlement discussions, the Parties had arms-length exchange of sufficient information to permit Plaintiff and Class Counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions. The Parties did not discuss Attorneys' Fees and Costs or any potential Service Award until they first agreed on the substantive terms of this settlement.

I. On August 15, 2024, the Parties signed a Memorandum of Understanding ("MOU") setting forth the critical terms of the Settlement. Under the MOU, the Parties also agreed to notify the Court that an agreement had been reached and to seek removal from the trial calendar.

J. Also on August 15, 2024, the Parties appeared before the Court and notified the Court that settlement terms had been reached and formally requested removal from the trial docket. The Court granted that request.

K. Defendant, without admitting any wrongdoing or liability, has agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to be completely free of any further controversy with respect to the claims that were asserted or could have been asserted in, or relate in any way whatsoever to, the Action.

L. Class Counsel (as hereinafter defined) has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendant. Plaintiff engaged in significant discovery including propounding five (5) sets of written discovery; producing numerous documents; reviewing the tens of thousands of pages of documents that Maryville produced; responding to Maryville's written discovery; taking nine (9) depositions of Maryville's employees (including Defendant's Chief Financial Officer and Vice President for Operational Excellence); sitting for Plaintiff's deposition (including Plaintiff Okolo before her claims were dismissed); hiring an expert who performed a market-based regression analysis to determine potential damages for each class member; and defending Plaintiff's expert's deposition. Plaintiff also engaged in substantial motion practice including opposing Maryville's motion to dismiss; Plaintiff's motion for class certification; cross motions for summary judgment; and *motions in limine*. Further, the Parties were engaged in pre-trial preparations including designating deposition testimony and filing objections. Based on its own independent investigation, independent evaluation, and work completed in the Action, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth herein is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, and the impact of this Agreement on Plaintiff and the Settlement Class, and the financial condition of

Maryville and ability to withstand a greater judgment. Based upon their analysis and evaluation of a number of factors, Plaintiff and Class Counsel recognize the risks of litigation, including the possibility that the Action, if not settled now, might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years.

M. Class Counsel and Plaintiff, after taking into account the foregoing, along with the risks and costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Action and the prompt provision of effective relief to the Class are in the best interests of the Class Members.

N. The Parties, by and through their respective counsel, have engaged in settlement discussions in connection with the potential resolution of the Action, and – subject to the approval of the Court – have elected to settle the Action pursuant to the terms set forth in this Agreement. This Agreement is contingent upon the issuance by the Court of both Preliminary Approval and Final Approval. Should the Court not issue Preliminary Approval and Final Approval, Defendant does not waive, and instead expressly reserves, all rights to defend this Litigation.

O. NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Action.

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1. **Acceptance Period** means the thirty (30) day period beginning from the date of the mailing and/or e-mailing of the Notice and Election Form, during which a Class Member can submit an Election Form as to the method they would prefer to receive a settlement payment.
- 1.2. **Agreement** means this Settlement Agreement and Release.
- 1.3. **Attorneys' Fees and Costs** means such funds as may be awarded by the Court consistent with the terms of this Agreement to Class Counsel for their past, present, and future work, efforts, and expenditures in connection with this Action and settlement, including fees, costs, and expenses of any co-counsel, local counsel, experts, consultants, or other individuals retained by, or who assisted Class Counsel in connection with this Action and settlement, as described more particularly in Section 3.6 of this Agreement.
- 1.4. **Class Counsel** means (Eddie) Jae K. Kim and Tiffine Malamphy of Lynch Carpenter, LLP, 117 East Colorado Blvd., Suite 600, Pasadena, CA 91105; Gary F. Lynch of Lynch Carpenter, LLP, 1133 Penn Ave., 5th Floor, Pittsburgh, PA 15222; Jason Sultzer and Jeremy Francis of The Sultzer Law Group, P.C., 85 Civic Center Plaza, Suite 200, Poughkeepsie, New York 12601; and Michael Tompkins of Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, New York 11514.
- 1.5. **Class List** means a list in electronic format, preferably Excel, that includes, for each respective Class Member, the names, last known addresses, last known e-mail addresses,

last known telephone numbers, along with tuition and fee payment totals, amount of university-based scholarships/grants received, present enrollment status and other information related to the calculations and distribution of settlement proceeds as set forth below. The Class List shall be provided and maintained in a confidential fashion.

- 1.6. **Class Members** means those students failing within the class definition, as identified and agreed upon by the Parties.
- 1.7. **Conferred Benefit** means the total value of the settlement including all cash and Non-Cash Benefits equal to approximately \$2,120,000.00 as detailed below.
- 1.8. **Costs and Fees** means Class Counsel's attorneys' fees, costs, and expenses; costs and fees associated with the Settlement Claims Administrator; and Service Award to be paid to Plaintiff in accordance herewith.
- 1.9. **Court** means the Circuit Court for St. Louis County, Missouri.
- 1.10. **Days** means business days if the specified number is ten (10) days or fewer, and calendar days if the specified number is greater than ten (10) days.
- 1.11. **Defendant** means Maryville University of Saint Louis.
- 1.12. **Election Form** means the form, a copy of which is provided on the Settlement Website, a link to which website will be provided to Class Members through the summary email Notice of Settlement of Class Action Settlement, and included in the physical mailing of the Notice that Class Members may return to the Claims Administrator. The Election Form allows Settlement Class Members to designate which method for receiving the funds would be preferred, including physical check, Venmo, Paypal, or other reasonable available options. In the absence of a Class Member returning a physical Election Form or filling out the online version, the Settlement Claims Administrator shall mail a physical check.
- 1.13. **Final Approval** means issuance of an order, granting final approval of this Agreement as binding upon the Parties; holding this Agreement to be final, fair, reasonable, adequate, and binding on all Settlement Class Members who have not excluded themselves as provided below; ordering that the settlement relief be provided as set forth in this Agreement; ordering the releases as set forth in Section 3.9 of this Agreement; entering judgment in this case; and retaining continuing jurisdiction over the interpretation, implementation, and enforcement of the settlement.
- 1.14. **Final Effective Date** means, provided no appeal is timely filed, sixty (60) days after the Court has entered a Final Approval Order. If an appeal is timely filed, the latest of the following, if applicable, becomes the Final Effective Date: (1) any appeal from the Final Approval Order has been finally dismissed; (2) the Final Approval Order has been affirmed on appeal in a form substantially identical to the form of the Final Approval Order entered by the Court; (3) the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; and (4) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has

resulted in affirmance of the Final Approval Order in a form substantially identical to the form of the Approval Order entered by the Court.

- 1.15. **Gross Settlement Fund** means the sum of the (i) New Cash Settlement Fund (\$500,000.00); (ii) the value of the Spring 2020 Released Debt; and (iii) the value of the Non-Cash Benefits.
- 1.16. **New Cash Settlement Fund** means Maryville’s sole new cash contribution toward the Gross Settlement Fund in the amount of Five Hundred Thousand Dollars (\$500,000.00) to be used to fully satisfy any and all current cash benefits to be paid to Class Members, any Court-approved Costs and Fees, any Reserve Fund, and all costs and fees associated with the Settlement Claims Administrator.
- 1.17. **Net Settlement Fund** means the New Cash Settlement Fund portion of the Gross Settlement Fund minus Court-approved Costs and Fees.
- 1.18. **Non-Cash Benefits** means access for all Settlement Class Members to audit (as more fully described in Section 3.3) up to two (2) on-campus or online classes at Maryville, subject to course and seat availability.
- 1.19. **Notice(s)** means the Court-approved form of a mailed notice and summary emailed notice to Class Members in substantially the same form as Exhibits 1 and 2.
- 1.20. **Notice Response Deadline** means (i) thirty (30) days from the date of the initial mailing and/or e-mailing of the Notice or as otherwise set by the Court, and (ii) an additional fifteen (15) days later for any Class Members who were unable to file a timely Election Form, due to factors such as change of address, military service, hospitalization, or other extraordinary circumstances.
- 1.21. **Objector** means an individual Class Member who properly files an objection to this Agreement.
- 1.22. **Opt-out Deadline** means on or before the Notice Response Deadline.
- 1.23. **Opt-out Statement** means the written, signed statement that an individual Class Member submits indicating he or she has elected to exclude him or herself (“opt out”) from the settlement.
- 1.24. **Preliminary Approval Order** means an Order entered by the Court, substantially in the form of Exhibit 3, (i) granting preliminary approval to this Agreement as within the range of possible Final Approval; (ii) approving the procedures for effectuating notice to Class Members, (iii) approving the Notices and Election Form for disbursement, and (iv) setting dates by which Final Approval should be sought or obtained.
- 1.25. **Plaintiff or Class Representative** means Plaintiff Samuel Dean.
- 1.26. **Qualified Settlement Fund (“QSF”)** means the account established and controlled by the Settlement Claims Administrator for the purposes of retaining and distributing the New

Cash Settlement Fund in accordance with this Agreement and any Court order. The QSF will be controlled by the Settlement Claims Administrator subject to the terms of this Agreement, and the Approval Order. Interest, if any, earned in the QSF will become part of the Net Settlement Fund to be distributed to the Class Members.

- 1.27. Released Claims** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and or obligations (including "Unknown Claims," as defined below), whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding Defendant's actions and/or decisions with respect to COVID-19 policies and procedures for the Spring 2020 Semester, including transitioning in-person instruction and other educational services to a virtual format during the Spring 2020 Semester, including but not limited to all claims that were brought or could have been brought in the Action by Releasing Parties relating to any and all of the Released Parties.
- 1.28. Released Parties** means Maryville University of Saint Louis as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, consultants, independent contractors, insurers, and including without limitation employees of the foregoing, directors, trustees, board members, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, corporations, and all third party service providers or entities identified as Maryville University of Saint Louis' agents and/or independent contractors in this Action.
- 1.29. Releasing Parties** means Plaintiff, those Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, family members, lenders, funders, payors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.
- 1.30. Service Award** means the portion of the Gross Settlement Fund, if any, requested by Plaintiff who actively participated in the Action and approved by the Court as a reasonable award to Plaintiff for representing the interests of the Settlement Class and/or actively participating in the Action.

- 1.31. Settlement Claims Administrator** means, subject to Court approval, CPT Group, unless another third-party administrator is later agreed to be the Parties in writing and approved by the Court.
- 1.32. Settlement Class, Class or Class Members** means: 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 (the "Class"). 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, 202; 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.
- 1.33. Settlement Checks** means checks issued to Class Members.
- 1.34. Spring 2020 Released Debt** means debt owned by Maryville as of the Final Effective Date for the Settlement Class in connection with unpaid costs associated with the Spring 2020 Semester.
- 1.35. Spring 2020 Semester** means the Spring 2020 academic term at Maryville University of Saint Louis, which began on approximately January 13, 2020 and ended on or before May 3, 2020.
- 1.36. Unknown Claims** means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Releasees or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Final Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law. Upon the Final Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

2. APPROVAL AND PROCEDURE

2.1. Settlement Claims Administrator.

2.1.1. Funding Settlement Claims Administrator. The Settlement Claims Administrator shall be paid out of the QSF.

2.1.2. Responsibilities of Settlement Claims Administrator. The Settlement Claims Administrator shall be responsible for: (i) printing and disseminating, via mail and/or e-mail, to the Settlement Class the Notices and/or Election Forms; (ii) performing a skip trace and resending, within five (5) days of receipt, any Notice returned without a forwarding address, or resending to those with a new forwarding address, and may build off the prior skip tracing performed as part of the class certification notice procedure; (iii) responding to inquiries from the Parties; (iv) monitoring and maintaining a telephone number with telephone answerers until the Final Effective Date or the termination of this Agreement, whichever comes first; (v) promptly furnishing to counsel for the Parties copies of any requests for exclusion, objections, or other written or electronic communications from each Class Member that the Settlement Claims Administrator receives; (vi) receiving, retaining, and reviewing the Election Forms submitted by each Class Member; (vii) keeping track of requests for exclusion or objection, including maintaining the original envelope in which the request or objection was mailed; (viii) distributing the Settlement Checks to Class Members and/or Court-approved Costs and Fees, as necessary; (ix) preparing, sending and/or wire-transferring Class Counsel's attorneys' fees, expenses, and costs; (x) mailing Service Award and Settlement Checks in accordance with this Agreement and the Approval Order; (xi) responding to inquiries of Class Members regarding procedures for filing objections, Opt-out Statements, and Election Forms; (xii) referring to Class Counsel all inquiries by Class Members regarding matters not within the Settlement Claim Administrator's duties specified herein; (xiii) responding to inquiries of counsel for the Parties relating to the Settlement Claims Administrator's duties specified herein; (xiv) promptly apprising counsel for the Parties of the activities of the Settlement Claims Administrator; (xv) maintaining adequate records of its activities, including the dates of the mailing of Notices and mailing and receipt of Election Forms, returned mail, and any and all other actual or attempted written or electronic communications with the Settlement Class; (xvi) confirming in writing to counsel for the Parties and the Court its completion of the administration of the Settlement; (xvii) timely responding to communications from the Parties and their counsel; (xviii) providing all information, documents, and calculations necessary to confirm the Gross Settlement Fund to the Parties' Counsel; (xix) obtaining, administering, and maintaining a Settlement Website; and (xx) such other tasks as the Parties mutually agree.

2.1.3. Weekly Reporting Requirements. Throughout the period of claims administration, the Settlement Claims Administrator shall provide reports to the Parties upon their request regarding (i) the status of the emailing and physical mailing of the Notices and Election Forms to Class Members, (ii) the status or

progress of the claims administration process, (iii) anticipated or expected distribution of the Settlement Checks, and (iv) any other aspect of the claims administration process. Beginning the second Friday after Notice is mailed to Class Members, the Settlement Claims Administrator shall provide counsel for the Parties weekly updates on the number of Class Members, Objectors, and Opt-outs.

- 2.1.4. **Access to the Settlement Claims Administrator.** The Parties will have equal access to the Settlement Claims Administrator. Class Counsel and Defendant's Counsel agree to use their best efforts to cooperate with the Settlement Claims Administrator and provide reasonable assistance in administering the Settlement.

2.2. Preliminary Approval Motion.

- 2.2.1. Within thirty (30) days of complete execution of this Agreement or in accordance with any orders set by the Court, Class Counsel shall file a Motion for Preliminary Approval ("Preliminary Approval Motion"). In connection with the Preliminary Approval Motion, Class Counsel will submit to the Court: (1) the proposed Notice, (2) the proposed Election Form, (3) the proposed Preliminary Approval Order, (4) an executed version of this Agreement, and (5) the necessary documents, memorandum, affidavits, and exhibits for the purposes of approving the Settlement. The Preliminary Approval Motion also will seek an order for the date for individuals to submit Election Forms, Opt-out Statements, and/or object to this Agreement.
- 2.2.2. In the Preliminary Approval Motion, Class Counsel shall inform the Court of the intended process to obtain an "Approval Order" in accordance with the Court-approved schedule, so that the Court may, among other things: (1) approve the Settlement as fair, adequate, and reasonable; (2) incorporate the terms of the Release, as described herein; (3) dismiss the Action with prejudice; (4) award Costs and Fees, including any Service Award to Plaintiff; and (5) authorize distribution and payment to the Class Members.

2.3. Notice and Election Forms to Class Members.

- 2.3.1. **Class List.** Within ten (10) days of the Approval Order being signed by the Court, Defendant's Counsel shall provide the Settlement Claims Administrator the Class List.
- 2.3.2. **Notice.** The Notice will inform the Settlement Class about this settlement, and will also advise them of their rights, including their ability to object to, opt-out of, or participate in the settlement. Within fourteen (14) days after receipt of the Class List, or as otherwise ordered by the Court, the Settlement Claims Administrator shall (1) email a copy of the summary email Notice and link to the Election Form to all Class Members for whom the Settlement Claims Administrator has a valid email address, and (2) mail a copy of the full Notice and Election Form to all Class Members for whom the Settlement Claims Administrator does not have a valid

email address through regular U.S. Mail to such students' last known mailing address as listed in Defendant's records.

- 2.3.3. **Skip Trace and Remailing.** If a Notice is returned as undeliverable via email, then the Settlement Claims Administrator shall take all reasonable steps to obtain a mailing address, including performing a skip trace, and shall email the Notice to any other email address obtained or mail Notice to any physical address. If a Notice is returned as undeliverable via mail, then the Settlement Claims Administrator shall take all reasonable steps to obtain a mailing address, including requesting such information from Defendant, performing a skip trace, and/or remailing the Notice to any address and may build off the prior skip tracing performed as part of the class certification notice procedure. The Settlement Claims Administrator shall also mail a Notice and Election Form to any Class Member who requests them after the initial mailing of Notice and before the Notice Response Deadline. The Settlement Claims Administrator will notify Class Counsel and Defendant's Counsel of any Notices and Election Forms returned as undeliverable after the first mailing, including those returned as undeliverable after any subsequent mailing. All costs of locating Class Members will be paid from the QSF. To assist in obtaining a more accurate email or physical address for any Class Member, Class Counsel, Defendant's Counsel, or Defendant may provide such to the Settlement Claims Administrator to be used for the purposes of mailing of Notice.
- 2.3.4. **Notice Response Deadline.** Class Members are not required to take any affirmative steps to participate in this Action, and upon Final Approval Settlement Checks will be mailed to all Class Members by the dates set forth in this Agreement or in the Approval Order. However, Class Members shall be given the opportunity via the Election Form to decide upon a reasonably convenient method for them to receive their Settlement proceeds among several reasonable options (i.e., mailing of checks, Venmo, PayPal, etc.). Class Members may submit their Election Forms via first class mail, fax, email, or through the Settlement Website by the Notice Response Deadline. The Notice Response Deadline for Election Forms shall be (i) thirty (30) days from the date of the initial mailing or as otherwise set by the Court, and (ii) an additional fifteen (15) days later for any Class Members who were unable to file a timely Election Form, due to factors such as change of address, military service, hospitalization, or other extraordinary circumstances. If an envelope does not contain a postmark, it shall be deemed received on the date that the Settlement Claims Administrator stamps the envelope or Election Form as "received."
- 2.3.5. **Settlement Website.** On the same date as initial mailing and/or e-mailing of Notices, notice shall also be provided on a website at an available settlement URL, including <https://Maryvilletuitionsettlement.com>, which shall be obtained, administered, and maintained by the Settlement Claims Administrator. Copies of this Settlement Agreement, the Notice, Election Form, and other pertinent documents and Court filings pertaining to the Settlement shall be provided on the Settlement Website.

2.4. Opt-outs: Class Members Who Opt-out of the Settlement.

- 2.4.1. Class Members who elect to opt-out of the Settlement as set forth in this Agreement must mail, via First Class United States Mail, postage prepaid, a written, signed 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 the name, address, and telephone number of the Class Member, and a statement indicating his or her 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.
- 2.4.2. The time period to opt-out of the Settlement shall be on or before the Notice Response Deadline.
- 2.4.3. The Settlement Claims Administrator shall stamp the received date on the original of each Opt-out Statement and send copies of each Opt-out Statement to Class Counsel and Defendant's Counsel not later than three (3) days after receipt. The Settlement Claims Administrator shall, within twenty-four (24) hours of the end of the Opt-out Period, send a final list of all Opt-out Statements to Class Counsel and Defendant's Counsel by both email and overnight delivery. The Settlement Claims Administrator shall retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Claims Administrator is relieved of its duties and responsibilities in connection with this Agreement.
- 2.4.4. Any Class Member who does not timely submit an Opt-out Statement pursuant to this Agreement will be deemed to have accepted the Settlement and the terms of this Agreement, will be bound by the Approval Order, and will have any and all Released Claims released and dismissed with prejudice.

2.5. Objectors: Class Members Who Object to the Settlement.

- 2.5.1. Class Members who wish to present objections to the Settlement must do so in writing by the Notice Response Deadline. To be considered, such statement must be mailed to the Settlement Claims Administrator via First Class Mail, postage prepaid, and postmarked by the United States Postal Service on or before the Notice Response Deadline. The statement must include: (1) the objector's name, address, and telephone number; (2) an explanation of the basis upon which the objector claims 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 the objector 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 the objector intends 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; (7) a detailed list

of any other objections submitted by the Settlement Class Member, or his/her 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) the objector's signature, in addition to the signature of the objector's attorney (if any) – an attorney's signature alone shall not be deemed sufficient to satisfy this requirement. Failure to include any of the information or documentation set forth in this paragraph shall be grounds for overruling and/or striking the objection. The Settlement Claims Administrator will stamp the date received on the original and send copies of each objection, supporting documents, and a copy of the Notice mailed to the Objector, to Class Counsel and Defendant's Counsel by email delivery no later than three (3) days after receipt of the objection.

2.5.2. An objector may withdraw his or her objections at any time. Any Class Member who has elected to opt-out may not submit objections to the settlement.

2.5.3. To the extent that the issue raised by the objector has not been resolved, the objector or either Party may seek relief from the Court including declaring that the objector has opted out or that her/his objection has been overruled.

2.6. Final List of Class Members, Objectors, and Opt Outs.

2.6.1. No later than thirty (30) days after the Notice Response Deadline, the Settlement Claims Administrator shall certify jointly to Class Counsel and Defendant's Counsel: (a) a list of all Class Members, (b) a list of all Objectors, (c) a list of all Class Members who timely submitted an Opt-out Statement, and (d) an estimated calculation of the settlement proceeds to Class Members in accordance with the formulas and allocation amounts discussed below.

2.6.2. To the extent that any issues arise regarding the information set forth in the preceding paragraph 2.6.1, they should be addressed by the Parties. If the issues cannot be resolved, they should be submitted to the Court via the Motion for Final Approval with designated paragraphs concerning the respective position of the Parties.

2.7. Final Approval Motion.

2.7.1. No later than thirty (45) days after the Notice Response Deadline, or in accordance with any orders set by the Court, Plaintiff shall move for Final Approval of the Settlement, including dismissal of the claims with prejudice and approval of all procedures for effectuating the terms of the Settlement.

2.7.2. Plaintiff's Motion for Final Approval of the Settlement shall state whether any objections have been received. If so, Plaintiff's Motion shall seek a hearing so that the objections can be heard and considered. If no objections are received, Plaintiff's Motion shall so indicate and inform the Court that no hearing is necessary unless the Court so orders.

- 2.7.3. Within fifteen (15) days after the Final Approval Order from the Court, Defendant shall provide Class Counsel and the Settlement Claims Administrator an updated Class List, including any information required by the Settlement Claims Administrator to process payment and perform the necessary reporting.
- 2.7.4. Within fifteen (15) days after Final Approval Order from the Court, the Settlement Claims Administrator shall finalize calculations for allocation of the Settlement proceeds and provide a version to the Parties. To the extent any issues arise from the calculations, the Parties shall convene and meet and confer. To the extent that the Parties are unable to resolve the disputes concerning the calculations, the Parties shall submit the settlement to the Court for final resolution of the calculations and distributions.

3. Settlement Terms

- 3.1. **New Cash Settlement Fund.** Defendant agrees to pay Five Hundred Thousand Dollars (\$500,000.00) into the QSF to fully satisfy any and all current cash benefits to be paid to all Class Members, any Court-approved Costs and Fees, any Reserve Fund, and all costs and fees associated with the Settlement Claims Administrator.

- 3.1.1. **Funding the QSF.** Defendant shall make payments up to the total of the New Cash Settlement Fund as follows: (i) on or before fourteen (14) days after Preliminary Approval, Defendant shall pay approximately \$20,500 for the primary purpose of funding the Settlement Claims Administrator and paying the costs associated with effectuating Notice; (ii) an amount equal to the Attorneys' Fees and Costs and Service Award, to be paid as described in Sections 3.6 and 3.7 below; and (iii) on or before 10 days after the Final Effective Date, Defendant shall fund the remainder of the Gross Settlement Fund into the QSF.

- 3.1.2. **Uncashed and Unclaimed Funds.** Within two hundred and seventy (270) days after the mailing of Settlement Checks and all outstanding issues are resolved, any amounts remaining in the QSF shall be transferred to the Maryville Student Financial Services Emergency Assistance Fund to be used to assist students in emergency financial situations.

- 3.1.3. To the extent that the parties cannot agree, the Court shall have binding authority to resolve disputes regarding funding amounts, *cy pres* awards, the reversion process, and/or the reallocation of uncashed or unclaimed funds.

- 3.2. **Spring 2020 Released Debt.**

- 3.2.1. Maryville agrees to write off and release any and all remaining debts owed by the Class Members directly to Maryville related to the Spring 2020 Semester. The Spring 2020 Released Debt does not relate to debt owed by the Class Members or owned by any entities other than Maryville, such as the holders of private or federal loans incurred by the Class Members. The Spring 2020 Released Debt refers to just that debt owned directly by Maryville as of the Final Effective Date. The Spring 2020 Release Debt only relates to debt incurred for charges relating to the

Spring 2020 Semester and not to debt incurred for charges for any other semester that the Class Members attended Maryville.

3.2.2. Maryville projects that the Spring 2020 Released Debt currently totals approximately \$120,000

3.3. Non-Cash Benefits. All Class Members shall be entitled to the following benefits:

3.3.1. **Class Auditing.** All Class Members shall be entitled to enroll in up to two (2) on-campus or online classes offered by Maryville. Enrollment in any course is dependent upon course availability and space in the course. Current students are to be given priority to enrollment over Class Members. Class Members shall be permitted to “audit” these courses under Maryville’s standard audit terms, meaning that Class Members are not entitled to the receipt of college credits, are not given a letter grade in the course, and are not required to complete course assignments.

3.3.1.1.1. After Final Approval, Maryville shall inform Class Members of the process that Class Members should utilize to enroll in audited courses. Maryville shall verify that persons seeking course auditing under this provision are Class Members.

3.3.2. Maryville states that it presently charges \$250.00 to audit a course. The Parties project the value of the Non-Cash Benefits as \$1,500,000.00.

3.4. Conferred Benefit of the Settlement. The total value of the settlement including all cash and non-cash benefits is equal to \$2,120,000.00.

3.5. Payments to Class Members and Others. Funds shall be disbursed by the Settlement Claims Administrator as follows:

3.5.1. Within thirty (30) days after the Final Effective Date, the Settlement Claims Administrator shall mail all Settlement Checks to Class Members or distribute funds to Class Members in accordance with method selected on Election Form.

3.5.2. The Attorneys’ Fees and Costs and Service Award granted by the Court shall be paid to Class Counsel out of the Qualified Settlement Fund within ten (10) days after the Court issues an order of Final Approval that includes an award of attorneys’ fees and/or expenses to Class Counsel and/or Service Award to Plaintiff. If Final Approval or the award of attorneys’ fees, costs, or expenses is later reversed on appeal then, within ten (10) days of such order, Class Counsel shall repay to the Qualified Settlement Fund the amount received.

3.5.3. The Court shall have binding authority to resolve disputes regarding payments to Class Members and distribution of settlement proceeds.

3.6. Amounts Payable as Attorneys' Fees, Costs, and Expenses.

- 3.6.1. In connection with the Application for Approval, Class Counsel will petition the Court for an award of \$225,000 for attorneys' fees and will additionally petition the Court for reimbursement of reasonable litigation costs, and expenses not to exceed \$150,000, other than costs associated with the Settlement Claims Administrator incurred in connection with the Action. Maryville will not oppose Class Counsel's petition.
- 3.6.2. The substance of Class Counsel's application for attorneys' fees, expenses, and costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The outcome of any proceeding related to Class Counsel's application for attorneys' fees, expenses, and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Application for Approval.

3.7. Service Award for Named Plaintiff.

- 3.7.1. In return for services rendered to the Settlement Class, Plaintiff may apply to the Court to receive a Service Award of \$7,500. Maryville will not oppose Plaintiff's application.
- 3.7.2. The application for a Service Award is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Action. The outcome of the Court's ruling on the application for the Service Award will not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval.

3.8. Net Settlement Fund and Allocation to Class Members.

- 2.3.6. **Allocation.** The Settlement Claims Administrator shall prepare calculations to be approved by the Parties, and the Net Settlement Fund shall be distributed proportionately to all Class Members based on each Class Members' net payments of tuition and fees, *i.e.*, the amount of tuition and fees assessed to the Class Member minus the amount of Maryville-backed scholarships and grants received by the Class Member.
- 2.3.7. **Amount Allocation.** The sum of allocation to Class Members is expected to be approximately \$100,000 after payment of Attorneys' Fees and Costs, Service Award, and costs of the Settlement Claims Administrator.

3.9. Release of Claims.

- 3.9.1. Upon the Final Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims.

3.9.2. Except as provided in this Agreement, upon payment of all New Cash Settlement Funds, including Costs and Fees as approved by the Court, Class Counsel, on behalf of the Class Members, irrevocably and unconditionally release, acquit, and forever discharge any claim that he, she or they may have against the Released Parties for attorneys' fees, expenses, disbursements, and all other costs and fees associated with Class Counsel's representation of the Class. Class Counsel further understands and agrees that any fee payments approved by the Court will be the full, final, and complete payment of all attorneys' fees, expenses, disbursements and all other costs and fees associated with Class Counsel's representation in the Action.

3.10. Non-Admission of Liability. By entering this Agreement, Defendant in no way admits to any violation of law or to owing any liability whatsoever to Plaintiff and/or the Class Members, individually or collectively, all such liability being expressly denied. Rather, Defendant enters into this Agreement to avoid further protracted litigation and to fully and finally resolve and settle all disputes with Plaintiff and Class Members. Settlement of the Action, negotiation and execution of this Agreement, and all acts performed and documents executed pursuant to or in furtherance of this Agreement or the Settlement: (1) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in any and all complaints or other papers filed by Plaintiff in the Action; and (2) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part of Defendant in any civil, criminal, administrative, governmental, or arbitral proceeding. The Parties understand and agree that this Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of the Agreement.

3.11. Destruction of Confidential Discovery Material. Per the terms of the January 6, 2022 Protective Order entered in the Action, the Parties agree to destroy or return all Confidential Discovery Material (as defined in the Protective Order) upon the entry of Final Approval and judgment (or following any appeals). Neither the Confidential Discovery Material nor this Agreement may be used by any Party in any other litigation or for any use other than the enforcement of the terms of this Agreement.

4. INTERPRETATION AND ENFORCEMENT

4.1. Cooperation Between the Parties; Further Acts. The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

4.2. No Assignment. Class Counsel and Plaintiff, on behalf of the individual Class Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Action, or any related action.

- 4.3. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties (including the previously signed Memorandum of Understanding) shall be deemed merged into this Agreement.
- 4.4. **Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to Plaintiff and all Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns. Notwithstanding the passage of any legislation, bill, regulation, or other change in the law that may materially affect the rights of Plaintiff and all Class Members in the Action, this Agreement is binding.
- 4.5. **Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.
- 4.6. **Captions.** The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 4.7. **Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Missouri, without regard to choice of law principles.
- 4.8. **Continuing Jurisdiction.** The Parties shall request the Court to retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby. The Parties may not unilaterally petition the Court to modify this Agreement or to increase the Defendant's payment obligations, except to the extent provided in this Agreement.
- 4.9. **Waivers, Modifications and Amendments to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing and signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 4.10. **When Agreement Becomes Effective; Counterparts.** This Agreement shall become effective upon its full execution. The Parties may execute this Agreement in counterparts,

and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

- 4.11. Facsimile, Email, and Electronic Signatures.** Any Party may execute this Agreement by electronic signature and/or by causing their counsel to sign on the designated signature block below and transmitting that signature page via facsimile or email to counsel for the other Party. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or email.
- 4.12. Enforcement Actions.** In the event that one or more of the Parties to this Agreement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.
- 4.13. Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

WE AGREE TO THESE TERMS,

FOR DEFENDANT:

Maryville University of Saint Louis

By: _____

Date: _____

James F. Monafo, Esq.
Elizabeth A. Bozicevic, Esq.
Aleksandra O. Rushing, Esq.
HUSCH BLACKWELL LLP
8001 Forsyth Blvd., Suite 1500
St. Louis, Missouri 63105
(314) 480-1500

FOR PLAINTIFF AND THE CLASS:

Samuel Dean



Date: 01/10/2025

Jason Sultzer, Esq.
Jeremy Francis, Esq.
THE SULTZER LAW GROUP, P.C.
85 Civic Center Plaza, Suite 200,
Poughkeepsie, New York 12601

Date: _____

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WE AGREE TO THESE TERMS,

FOR DEFENDANT:

Maryville University of Saint Louis

By: _____

Date: _____

James F. Monafo, Esq.
Elizabeth A. Bozicevic, Esq.
Aleksandra O. Rushing, Esq.
HUSCH BLACKWELL LLP
8001 Forsyth Blvd., Suite 1500
St. Louis, Missouri 63105
(314) 480-1500

FOR PLAINTIFF AND THE CLASS:

Samuel Dean

Date: _____

Jason Sultzer, Esq.
Jeremy Francis, Esq.
THE SULTZER LAW GROUP, P.C.
85 Civic Center Plaza, Suite 200,
Poughkeepsie, New York 12601

Date: 1/13/2025

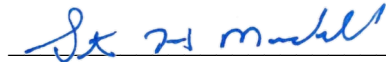
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WE AGREE TO THESE TERMS,

FOR DEFENDANT:

Maryville University of Saint Louis



By: Steve H. Mandeville / CFO

Date: 1/8/2025



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Elizabeth A. Bozicevic, Esq.
Aleksandra O. Rushing, Esq.
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(314) 480-1500

FOR PLAINTIFF AND THE CLASS:

Samuel Dean



Date: _____

Jason Sultzer, Esq.
Jeremy Francis, Esq.
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85 Civic Center Plaza, Suite 200,
Poughkeepsie, New York 12601

Date: _____

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Date: 1/9/2025

&

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Jeffrey K. Brown, Esq.
Brett R. Cohen, Esq.
LEEDS BROWN LAW, P.C.,
One Old Country Road, Suite 347
Carle Place, New York 11514

Date: _____

&

Tiffany Marko Yiatras, Esq.
**CONSUMER PROTECTION LEGAL,
LLC**
308 Hutchinson Road
Ellisville, MO 63011

Date: _____

&

(Eddie) Jae K. Kim, Esq.
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One Old Country Road, Suite 347
Carle Place, New York 11514


Date: 1/13/2025

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**CONSUMER PROTECTION LEGAL,
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308 Hutchinson Road
Ellisville, MO 63011

Date: _____

&



(Eddie) Jae K. Kim, Esq.
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LYNCH CARPENTER, LLP
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Pasadena, CA 91105

Date: 1/6/25

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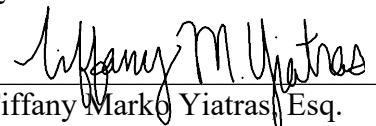
Date: _____

&

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LEEDS BROWN LAW, P.C.,
One Old Country Road, Suite 347
Carle Place, New York 11514


Date: _____

&


Tiffany Marko Yiatras, Esq.
**CONSUMER PROTECTION LEGAL,
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308 Hutchinson Road
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Date: 1/6/2025

&


(Eddie) Jae K. Kim, Esq.
Tiffine E. Malamphy, Esq.
LYNCH CARPENTER, LLP
117 East Colorado Blvd., Suite 600
Pasadena, CA 91105

Date: 1/6/25

Exhibit 1

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.

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

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.

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.XXXXXXXXXX.com, call toll free X-XXX-XXX-XXXX, or write to [ADDRESS] 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.

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

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 <<insert URL>>.</p>	<p>Deadline:</p> <p>[DATE]</p>

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

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>[DATE]</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>[DATE]</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>TBD</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

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

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: [WEBSITE], 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 [DATE]. The mailing address of the Settlement Claims Administrator is [ADDRESS], and the opt-out form may be filled in at <URL>.

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;

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

- (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;
- (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 [DATE]. The mailing address of the Settlement Claims Administrator is [ADDRESS].

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.

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

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 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 [WEBSITE] 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.XXXXXXXXXX.com, where you will find a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

attorneys' fees and costs, and the operative Complaint filed in the Action. Alternatively, you may contact the Settlement Claims Administrator at the email address: [EMAIL] or the U.S. postal (mailing) address: [ADDRESS]. 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: [EMAIL] or mailing it to U.S. postal (mailing) address: [ADDRESS].

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.

Questions? Call X-XXX-XXX-XXXX or visit www.XXXXXXXXXX.com

Exhibit 2

Email Notice

To: [Class Member Email Address]

From: [CaseEmailAddress]

Subject: Class Notice Regarding – *Dean v. Maryville University of Saint Louis*

NOTICE OF CLASS ACTION SETTLEMENT

Dean v. Maryville University of Saint Louis

Case No. 20SL-CC02850 (St. Louis Cnty. Mo. Cir. Ct.)

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

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 settlement has been reached in a class action lawsuit against Maryville University of Saint Louis ("Maryville") regarding the transition from in-person to virtual instruction during the Spring 2020 semester due to the COVID-19 pandemic.

WHO IS INCLUDED?

You may be a class member if you were an undergraduate student who paid tuition and/or the One Fee for Spring 2020 semester and were enrolled in one or more on-campus courses. To qualify, you must not have received a refund of tuition and/or One Fee. Current Maryville employees (except student workers) and their children are not eligible. Additionally, students who withdrew prior to March 16, 2020, are not included in the class.

SETTLEMENT BENEFITS

If approved, the settlement provides several benefits, which has the approximate value of \$2,120,000.00. These benefits consists of: (1) a cash settlement fund of \$500,000; (2) full Spring 2020 release of debt still owed directly to Maryville and still owned by Maryville in the amount of approximately \$120,000.00; and (3) non-cash benefits valued at \$1.5 million that entitle each Class Member to audit up to two (2) online or on-campus courses offered by Maryville at no cost.

YOUR OPTIONS

Do Nothing: Receive settlement benefits automatically. You may submit an Election Form online to receive payment digitally or update your mailing address.

- Exclude Yourself (by [DATE]): Get no benefits but keep your right to sue Maryville separately about these claims. Submit a written opt-out statement to the Settlement Administrator.
- Object (by [DATE]): Stay in the settlement but write to explain why you disagree with it. Objections must include specific information detailed in the full notice.
- Attend the Hearing: If objections are filed, the Court may hold a hearing to consider the settlement. You or your lawyer may ask to speak at your own expense.

To view your portion of the cash settlement fund and complete the Election Form and submit your preferred payment method online click [here](#).

You will need the following: CPT ID: <<ID>> Passcode: <<Passcode>>



ADDITIONAL INFORMATION

This is only a summary. For complete details, including how to exclude yourself, object, or submit an Election Form visit: [www.XXXXXXXXXX.com](#), call: 1-888-XXX-XXXX, email: [EMAIL] or write to: [ADDRESS].

Do not contact the Court with questions about the settlement.

Exhibit 3

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

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

Plaintiffs,

vs.

MARYVILLE UNIVERSITY OF SAINT
LOUIS,

Defendant.

Case No. 20SL-CC02850

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiff Samuel Dean’s (“Plaintiff”) Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”) in which Plaintiff requested that the Court: (1) preliminarily approve the Settlement on behalf of the Settlement Class Members according to the terms of the Settlement; (2) provisionally certify, for purposes of the Settlement only, the Settlement Class; (3) preliminarily appoint Plaintiff as Settlement Class Representative; (4) preliminarily appoint the law firms of Lynch Carpenter, LLP, Leeds Brown Law, P.C., and the Sultzer Law Group, P.C., 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, serving as local counsel and liaison with the Court; and (5) approve the Parties’ proposed Notice Program, including approving CPT Group as the Settlement Administrator, and proposed schedule.

Having considered the Motion, and oral argument, 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 Court has jurisdiction over the Class Representative and Maryville in the above-captioned case.

3. The Court finds that, solely for the purposes of settlement, the requirements of Missouri Rule 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.

4. The Court provisionally 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, 2021; 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.

5. The Court finds that the Agreement on its face appears to have been negotiated at

arm's-length and further finds that the terms of the Agreement are within the range of a fair, reasonable, and adequate settlement between the Settlement Class and Maryville under the totality of the circumstances. Therefore, the Court preliminarily approves the Agreement and directs the Parties to the Agreement to perform and satisfy the terms and conditions of the Agreement that are triggered by such preliminary approval.

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. Pursuant to Rule 52.08, a Fairness Hearing shall be scheduled before this Court at _____ AM/PM on _____, 2025.

9. Plaintiff will file a Motion for Final Approval no later than thirty (30) days before the Fairness Hearing and will file a Motion for an Attorneys' Fees and Costs Award and Service Awards no later than thirty (30) days before the Final Approval Hearing.

10. In the Motion for Final Approval, Plaintiff will notify the Court as to whether there were any objections, opt-outs, or Class Members who indicated that they intend to appear at the Final Approval Hearing.

11. If the Court believes that the Settlement is fair and proper, and if no Class Members have indicated that they will appear at the Final Approval Hearing, the Court may, in its discretion, cancel the Final Approval Hearing and grant final approval without a hearing.

12. The Court approves the form of the proposed Notices of the Settlement in the exhibits to the Agreement. The Notices reasonably inform the Settlement Class of the essential

features of the Action, the terms of the proposed Settlement, and their rights with respect thereto. Under the circumstances, the Notice Program constitutes the best practicable notice to inform the Settlement Class of the Settlement and satisfies the requirements of the Missouri Rules of Civil Procedure and Due Process.

13. The Court appoints CPT Group as the Settlement Claims Administrator. Plaintiff is hereby directed to require the Settlement Administrator to distribute Notice, in accordance with the Agreement, on a date no later than fourteen (14) days after receiving the Class List from Maryville. Furthermore, the Settlement Claims Administrator is directed to establish and maintain the Settlement Website in conformity with the Agreement.

14. Maryville shall provide the Class List to the Settlement Claims Administrator within ten (10) days of this Order.

15. The Settlement Claims Administrator shall email a copy of the Notice to all Class Members for whom the Settlement Claims Administrator has an email address and mail a copy of the Notice to all Class Members for whom the Settlement Claims Administrator does not have a valid email address. The payment Election Form may be included as a link to email notice or attached to mailed notice.

16. Class Members may elect to opt out of the Settlement. To do so, any such person 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 their name, address, and telephone number, and a statement indicating their 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. Class

Members who submit a timely and valid request for exclusion from the Settlement Class shall not participate in and shall not be bound by the Agreement. Members of the Settlement Class who do not timely and validly opt out of the Settlement Class in accordance with the Notice shall be bound by all determinations and judgments in the Action concerning the Agreement.

17. Any Class Member who does not opt out of the Settlement can object to the Agreement. To do so, any such person must mail their objection 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) the objector's name, address, and telephone number; (2) an explanation of the basis upon which the objector claims 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 the objector 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 the objector intends 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; (7) a detailed list of any other objections submitted by the Settlement Class member, or his/her 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) the objector's signature, in addition to the signature of the objector's attorney (if any)—an attorney's signature alone shall not be deemed sufficient to satisfy this requirement.

18. Class Members must respond to the Notice by the Notice Response Deadline, which

is (i) thirty (30) days from the date of the initial mailing and/or e-mailing of the Notice or as otherwise set by the Court, and (ii) an additional fifteen (15) days later for any Class Members who were unable to file a timely Election Form, due to factors such as change of address, military service, hospitalization, or other extraordinary circumstances.

19. Any Class Member who does not submit a written objection to the Agreement, or to Class Counsel's application for attorneys' fees, costs, Administration Costs, and Service Awards for the Class Representative, in accordance with the procedure set forth in the Agreement and in this Order, shall be deemed to have waived his or her objections and forever be barred from making any such objections in the Action or in any other Action or proceeding concerning the Released Claims.

20. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn, continue, or reconvene the Final Approval Hearing without further notice to the Settlement Class, and the Court may consider and grant final approval of the Agreement, with or without minor modifications and without further notice to the Class.

21. In the event that the Settlement is not finally approved by the Final Approval Order (as that term is defined in the Agreement) in complete accordance with the terms of the Agreement then this Preliminary Approval Order shall be rendered null and void and be vacated, and the Agreement shall be rendered null and void.

22. The Court retains continuing jurisdiction over the Parties and the Action to consider all further applications arising out of or connected with the proposed Agreement.

WHEREFORE, for the reasons set forth herein, Plaintiff's Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.

Date: _____

By: _____
Hon. John N. Borbonus

CERTIFICATE OF SERVICE

I hereby certify that on _____, 2025, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the counsel of record in this matter.

Date: _____ /s/ _____