

JAN 16 2025

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTYIN THE TWENTY FIRST JUDICIAL CIRCUIT
ST. LOUIS COUNTY, MISSOURISAMUEL DEAN, on behalf of himself and all
others similarly situated,

Plaintiffs,

vs.

MARYVILLE UNIVERSITY OF SAINT
LOUIS,

Defendant.

Case No. 20SL-CC02850

**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 Final Approval Hearing shall be scheduled before this Court at 1:00 PM on May 16, 2025.

9. Plaintiff will file a Motion for Final Approval no later than thirty (30) days before the Final Approval 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.

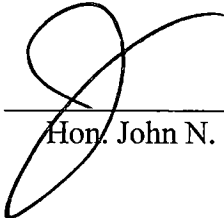
20. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn, continue, or reconvene the Final Approval Hearing without further notice to the Settlement Class, and the Court may consider and grant final approval of the Agreement, with or without minor modifications 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: 11/16/25

By: 
Hon. John N. Borbonus