

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is entered into between Plaintiff Caroline Keeven (“Plaintiff” or “Class Representative”), on behalf of herself and all members of the “Settlement Class” as defined below, and Defendant Webster University (“Webster” or “Defendant”). Plaintiff, Settlement Class Members, and Defendant are referred to individually as “Party” and collectively as the “Parties.”

As provided herein, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement, and subject to approval of the Court, all claims against Webster in the Action entitled *Caroline Keeven v. Webster University*, Case No. 21SL-CC05384 (Cir. Ct. of St. Louis County), shall be settled and compromised upon the terms and conditions contained herein.

RECITALS AND BACKGROUND

- A. On November 11, 2021, Plaintiff filed this action against Webster alleging, *inter alia*, breach of contract as a result of her and similarly situated Webster students no longer receiving in-person services for which they contend that they bargained and paid following Webster’s transition to a virtual environment during a portion of the Spring 2020 semester due to the COVID-19 pandemic. That action was filed in the Circuit Court for the County of St. Louis, Missouri, Twenty-First Judicial Circuit, under Cause No:21SL-CC05384.
- B. After several years of contentious litigation and thoroughly evaluating the claims and defenses of this action, the Parties reached resolution through arm’s length negotiations and reached an agreement on material terms on or around April 23, 2024. At all times, the negotiations leading to this agreement, which extended across several months, have been adversarial and non-collusive.
- C. Defendant vigorously contested each and every claim in the Action and denies all material allegations of the Action and would continue to assert numerous defenses if this matter proceeded further.
- D. On April 23, 2024, the Parties advised the Court that they had settled the Class Action and asked the Court to stay all pending dates and deadlines, including the trial date.
- E. Defendant, without admitting any wrongdoing or liability, has agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction and risk of protracted litigation.
- F. 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. Based on its own independent investigation and evaluation, Class Counsel has concluded that the Settlement with Defendant for the consideration and on the terms set forth herein, taking into account the benefits of this Settlement and the risks and delays of further

litigation, is fair, reasonable, and adequate and is in the best interest of the Settlement Class.

- G. This Agreement is subject to 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 and Plaintiff preserve all rights that existed at the time this Agreement was entered.
- H. 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, subject to the following terms and conditions.

1. DEFINITIONS

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

- 1.1. **Action** means *Caroline Keeven v. Webster University*, Case No. 21SL-CC05384, currently pending in the Circuit Court for St. Louis County.
- 1.2. **Agreement** means this Settlement Agreement and Release.
 - (a) **Class Counsel** means Kevin P. Green, Richard S. Cornfeld, and Daniel S. Levy, of Goldenberg Heller & Antognoli, P.C, who represent Plaintiff and the Settlement Class.
- 1.3. **Class Member or Class** means collectively the Fee Class and Meal Plan Class.
- 1.4. **Court** means the Circuit Court for the County of St. Louis, Missouri, Twenty-First Judicial Circuit.
- 1.5. **Days or Date** means, for a period expressed in “days,” the number of calendar days identified in the period, excluding the day of the event that triggers the period, but including the last day of the period except when the last day is a Saturday, Sunday, or state or federal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or state or federal holiday.
- 1.6. **Defendant** means Webster University.
- 1.7. **Defendant’s Counsel** means Travis Kearbey of Quarles & Brady, LLP, who represent Webster University, or any subsequently identified counsel for Webster University.
- 1.8. **Defendant’s Portion Of Settlement Claims Administrator Expenses** means half of the Settlement Claims Administrator Expenses, to be paid separate and apart from the Fee Class Fund and Meal Plan Class Fund, as described herein.

- 1.9. **Emailed Notice** means the document to be sent to each Fee Class member and Meal Plan Class member pursuant to section 2.3 hereof, as mutually agreed by the parties and approved by the Court in substantially the same form as Exhibit 3.
- 1.10. **Fee Application** means Class Counsel's application to the Court for attorneys' fees, expenses, and the Service Award, which shall be filed within forty-five (45) days after the Preliminary Approval Date.
- 1.11. **Fee Award** means the Court's award of attorneys' fees, costs, and any Service Award to be deducted from the Fee Class Fund (the "**Fee Class Fee Award**") and from the Meal Plan Class Fund (the "**Meal Plan Class Fee Award**").
- 1.12. **Fee Class Fund** means a common fund in the amount of \$168,500, which shall be used to pay the (i) Fee Class member's payments for the Student Activity Fee, Housing Activity Fee, and/or Parking Fee as described herein; (ii) Attorney's Fees and Costs as described herein; (iii) Service Award as described herein; (iv) Settlement Class Portion of Settlement Administrative Expense as described herein; and (v) any taxes as described in Section 3.
- 1.13. **Fee Class List** means a list that includes, for each respective member of the Fee Class, the individual's name, last known address, last known e-mail address, last known telephone number, and other information agreed upon by the parties related to the calculations and distribution of settlement proceeds as set forth below. The Fee Class List shall be provided and maintained in a confidential fashion. The Fee Class List shall include the following where reasonably available for the Fee Class member:
- (a) Housing Activity Fee paid during the Spring 2020 Semester;
 - (b) Parking Fee paid during the Spring 2020 Semester; and
 - (c) Student Activity Fee paid during the Spring 2020 Semester.
- 1.14. **Fee Class** means all Missouri citizens enrolled as full-time undergraduate or graduate students at Webster University within the State of Missouri for the 2020 Spring Semester (as defined herein) who Webster charged, in whole or in part, a Student Activity Fee, a Housing Activity Fee, and/or a Parking Fee for the Spring 2020 Semester.
- 1.15. **Final Approval** means the Court's entry of its Final Judgment granting final approval of this Agreement.
- 1.16. **Final Effective Date** means the date on which the Final Judgment becomes final. Final, as applicable to the Final Judgment means: (a) If not appeal is taken, at the expiration of the time period allowed for appeal; or (2) If any appeal is taken, on the date on which all appeals, including petitions for rehearing or reargument, petitions for review and petitions for certiorari or any other form of further review, have been finally disposed of in a manner resulting in affirmance of all the material provisions of the Final Order and Judgment.
- 1.17. **Final Judgment** means the Court's Final Order and Judgment that is substantially consistent with this Agreement in the form attached as Exhibit 2 hereto. In the event that

the Court issues separate orders addressing the matters constituting Final Approval, then Final Judgment includes all such orders.

- 1.18. Housing Activity Fee** means the housing activity fee that Defendant charged in the Spring 2020 Semester to students residing in university-managed campus housing.
- 1.19. Mailed Notice** means the document to be sent to Class Members pursuant to Section 2.3 hereof, as mutually agreed by the parties and approved by the Court in substantially the same form as Exhibit 4.
- 1.20. Meal Plan** means any amounts charged by Defendant to students for meal plans offered by Defendant for the Spring 2020 Semester.
- 1.21. Meal Plan Class** means all Missouri citizens enrolled at Webster University within the State of Missouri for the Spring 2020 Semester (as defined herein) who, as of March 27, 2020, had a balance on a meal plan that exceeded \$1,029.00.
- 1.22. Meal Plan Class Fund** means a common fund in the amount of \$81,500, which shall be used to pay the (i) Meal Plan Class Member's payments as described herein; (ii) Attorney's Fees and Costs as described herein; (iii) Service Award as described herein; (iv) Settlement Class Portion of Settlement Administrative Expense as described herein; and (v) any taxes as described in Section 3.
- 1.23. Meal Plan Class List** means a list that includes, for each respective member of the Meal Plan Class, the Meal Plan Class Member's name, last known address, last known e-mail address, last known telephone number, and other information agreed upon by the parties related to the calculations and distribution of settlement proceeds as set forth below. The Meal Plan Class List shall be provided and maintained in a confidential fashion. The Meal Plan Class List shall include the following where reasonably available for the Class Member:
- (a) Type of Meal Plan;
 - (b) Meal Plan balance as of March 27, 2020;
 - (c) Amount of any Meal Plan credit previously awarded to the student for the 2020 Spring Semester; and
 - (d) Meal Plan Final Balance.
- 1.24. Meal Plan Final Balance** means the Meal Plan Class Member's final Meal Plan balance following any credit previously awarded to the Meal Plan Class Member by Webster for the 2020 Spring Semester.
- 1.25. Named Plaintiff or Class Representative** means Caroline Keeven.

- 1.26. **Net Fee Class Fund** means the Fee Class Fund minus the Fee Class Fee Award and Fee Class Portion Of Settlement Claims Administrator Expenses as described herein.
- 1.27. **Net Meal Plan Class Fund** means the Meal Plan Class Fund minus the Meal Plan Class Fee Award and Meal Plan Class Portion of Settlement Claims Administrator Expenses as described herein.
- 1.28. **Objection Deadline** means the date forty-five (45) days after the Settlement Notice Date by which any Settlement Class Member must file and serve a written statement objecting to this Agreement, to the Fee Application, or to any proposed Service Award to the Class Representative. The Objection Deadline shall also be the deadline for a Settlement Class Member to file a written notice of intention to appear and for any counsel intending to represent a Settlement Class Member to file an entry of appearance.
- 1.29. **Objector** means an individual Class Member who properly files an objection to this Agreement.
- 1.30. **Opt-out Deadline** means the date on or next after forty-five (45) days after the Settlement Notice Date by which an Opt-out Statement must be postmarked.
- 1.31. **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.
- 1.32. **Parking Fee** means the fee charged by Defendant to students for on-campus parking permits during the Spring 2020 Semester.
- 1.33. **Preliminary Approval Order** means the Order entered by the Court granting Preliminary Approval of this Agreement, in substantially the same form as Exhibit 1 hereto.
- 1.34. **Preliminary Approval Date** means the date on which the Court enters its Order granting Preliminary Approval.
- 1.35. **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 Webster’s actions, inactions, decisions, and/or indecisions with respect to COVID-19 during the Spring 2020 Semester, including transitioning in-person instruction, educational services, campus events, meal plans, and other Webster services to a remote 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.

- 1.36. Released Parties** means Webster 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, 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 Webster's agents and/or independent contractors in this Action.
- 1.37. Releasing Parties** means Named Plaintiff and members of the Settlement Class, and all of their respective present or past heirs, executors, administrators, predecessors, successors, assigns, guardians, representatives and any and all other persons acting or purporting to act on behalf of any of them.
- 1.38. Service Award** means the award to the Class Representative, to be determined by the Court, as a service payment for the time and resources she has put into representing the Settlement Class Members.
- 1.39. Settlement Claims Administrator** means, subject to Court approval, Atticus Administration, LLC. The parties may, by agreement, substitute a different organization as Settlement Claims Administrator, subject to approval by the Court if the Court has previously approved the Agreement preliminarily or finally. Either Class Counsel or Defendant may move the Court to substitute a different organization as Settlement Claims Administrator, upon a showing that the responsibilities of Settlement Claims Administrator have not been adequately executed by the Settlement Claims Administrator.
- 1.40. Settlement Claims Administrator Expenses** means all costs incurred in connection with services provided by the Settlement Claims Administrator, or other parties, in connection with this Agreement, including services required for notice and administration of the settlement, and all other services required to effectuate this Agreement.
- 1.41. Settlement Class** means: all persons in the Fee Class and Meal Plan Class who do not timely and properly opt out of this Agreement pursuant to the procedures set forth herein. Excluded from the Settlement Class are (1) the Court and staff to whom this case is assigned; and (2) any immediate family members of the Court or its staff.
- 1.42. Settlement Class Portion Of Settlement Claims Administrator Expenses** means half of the Settlement Claims Administrator Expenses, to be paid 70% from the Fee Class Fund (the "Fee Class Portion Of Settlement Claims Administrator Expenses") and 30% from the Meal Plan Class Fund (the "Meal Plan Class Portion Of Settlement Claims Administrator Expenses"), as described herein.
- 1.43. Settlement Checks** means checks issued to Settlement Class Members.
- 1.44. Settlement Escrow** means the account(s) established by the Settlement Claims Administrator to hold the Fee Class Fund and Meal Plan Class Fund paid by Defendant,

and from which amounts due pursuant to this Agreement will be paid. If available, the Settlement Escrow will bear interest.

- 1.45. **Settlement Notice** means collectively the settlement notices approved by the Court, including the Emailed Notice and Mailed Notice.
- 1.46. **Settlement Notice Date** means the date set by the Court by which the Settlement Claims Administrator is to send the Settlement Notice, pursuant to Section 2.3 hereof.
- 1.47. **Settlement Website** means the website created by the Settlement Claims Administrator pursuant to Section 2.3(d) hereof.
- 1.48. **Spring 2020 Semester** means the Spring 2020 academic terms at Webster, which began on approximately January 13, 2020 and ended on or before May 8, 2020.
- 1.49. **Student Activity Fee** means the student activity fee charged by Defendant to its students during the Spring 2020 Semester.
- 1.50. **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.

2. APPROVAL AND PROCEDURE

2.1. Settlement Claims Administrator.

- (a) **Funding Settlement Claims Administrator.** Defendant agrees to pay half of the Settlement Claims Administrator Expenses. The other half of the Settlement Claims Administrator Expenses shall be paid out of the Settlement Escrow and as otherwise agreed between the parties as stated herein or as required by the Settlement Claims Administrator.
- (b) **Court Appointment and Retention of Settlement Claims Administrator.** The Parties agree to propose that the Court appoint Atticus Administration LLC as the Settlement Claims Administrator. The Settlement Claims Administrator will facilitate the notice process by assisting the Parties and providing professional guidance in the implementation of the notice. The Settlement Claims Administrator shall administer: (a) the notice plan described herein and directed by the Court; (b) the Opt-Out and Objection Process set forth herein; and (c) the receipt and distribution of all payments required by this Agreement pursuant to the schedules set forth herein, or as otherwise directed by the Court.
- (c) **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, provide reasonable assistance in administering the settlement, and make all reasonable efforts to control and minimize the costs and expenses incurred

in the administration of the Settlement Agreement.

- (d) **Invoices and Payments.** The Settlement Claims Administrator will provide Class Counsel and Defendant's Counsel monthly invoices for all services rendered, with half to be paid from Defendant's deposit described below, and the other half to be paid from the Settlement Escrow, as described herein. The Settlement Claims Administrator may distribute such payment for each invoice within seven (7) days after submitting such invoice if no objection is raised to the charges listed on the invoice. Within seven (7) days after the Court enters Final Approval, the Settlement Claims Administrator will provide Class Counsel and Defendant's Counsel its good faith estimate of all outstanding and future Settlement Claims Administration Expenses, which shall be deemed conclusively established if no objection is raised within seven (7) days after receipt. The Settlement Class Portion Of Settlement Claims Administrator Expenses for this final estimated amount shall be deducted from the Fee Class Fund and Meal Plan Class Fund in calculating the Net Fee Class Fund and the Net Meal Plan Class Fund. The Parties and the Settlement Claims Administrator agree to work in good faith to timely resolve any disputes related to the Settlement Claims Administrator's invoices and/or estimates, and shall seek judicial intervention only as a last resort.
- (e) **Accounting.** In addition to the accounting described above, the Settlement Claims Administrator will provide to Class Counsel and Defendant's Counsel an accounting of the Settlement Escrow 60, 100, and 120 days after the Final Effective Date, as well as on the date that the Settlement Claims Administrator's services are concluded.

2.2. The Settlement Class and Preliminary Approval.

- (a) 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"). For settlement purposes only, the Parties agree that the Court may certify the Settlement Class in this Action pursuant to Missouri Rule of Civil Procedure 52.08. Plaintiff shall seek certification of the Settlement Class in connection with the Preliminary Approval Motion. Defendant agrees not to contest certification of the Settlement Class but reserves its rights to contest any motion to certify a class for trial. In connection with the Preliminary Approval Motion, Class Counsel will submit to the Court: (1) the proposed Notice, (2) the proposed Preliminary Approval Order, (3) an executed version of this Agreement, and (4) any other necessary documents, memorandum, affidavits and exhibits for the purposes of approving the settlement. As set forth in the proposed Preliminary Approval Order, Exhibit 1 hereto, Plaintiff shall move for an order:
- (a) preliminary approving this Agreement;
 - (b) certifying the Settlement Class;

- (c) approving the Parties' selection of the Settlement Claims Administrator;
- (d) approving the Settlement Notice and notice plan described herein;
- (e) approving the Opt-Out Deadline and Objection Deadline; and
- (f) setting a Final Approval Hearing date;

A motion for Final Approval will be filed after the Opt-Out/Objection Deadline and at least fourteen (14) days prior to a Final Approval Hearing, or as otherwise ordered by the Court. In the event that Final Approval is not achieved for whatever reason or the Final Effective Date does not otherwise occur, the Court's orders contemplated by this Section shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity for any purpose in the Action or otherwise. In the event that Final Approval is not achieved, the Parties shall meet and confer within seven (7) days of the Court's Order denying approval to engage in good faith efforts to address concerns raised by the Court. Within fourteen (14) days of this good-faith conference or such time as the Court may direct, the Parties shall file a revised version of this settlement agreement with the Court in an attempt to address the Court's concerns.

2.3. Notice to Class Members.

- (a) **Class List.** Within twenty (20) days of the Preliminary Approval Date, Defendant shall provide the Settlement Claims Administrator and Class Counsel with the Fee Class List and Meal Plan Class List to allow for the distribution of Notice in the manner described in this Agreement, including via email and physical mailing, as necessary.
- (b) **Notice.** The Notice will inform the Class about this settlement, and will also advise them of their rights, including their ability to object to or opt-out of the settlement. Within fourteen (14) days after receipt of the Fee Class List and Meal Plan Class List, or as otherwise ordered by the Court, the Settlement Claims Administrator shall (1) email a copy of the Emailed Notice to all Class Members for whom the Settlement Claims Administrator has a valid email address, and (2) mail a copy of the Mailed Notice to all Class Members not presently enrolled at Webster or 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 Webster's records. Prior to sending Mailed Notice, the Settlement Administrator will process the address of each person to whom Mailed Notice is to be sent through the U.S. Postal Service's National Change of Address database (the "Address Database"). The Notice will be mailed to the student's last known mailing address in Webster's records unless a different address is listed in the Address Database, in which case the notice will be mailed to the address listed in the Address Database. For up to thirty-five (35) days after the Settlement Notice Date, the Settlement Claims Administrator will re-mail notice via standard U.S. Mail, postage prepaid, to any updated addresses to the extent that it receives address change notifications and/or a forwarding address from the U.S. Postal Service or pursuant to a request

from a person on the Class List.

- (c) **Skip Trace and Remailing.** If a Notice is returned as undeliverable via email, then the Settlement Claims Administrator shall mail a copy of the Mailed Notice to the Class Member as specified in section 2.3(b). 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 performing a skip trace and/or remailing the Notice to any address as specified in section 2.3(b). The Settlement Claims Administrator shall also mail a Notice to any Class Member who requests it after the initial mailing of Notice and before the Objection and Opt-out Deadline. The Settlement Claims Administrator will notify Class Counsel and Defendant's Counsel of any Notices returned as undeliverable via email and/or mailing, including those returned as undeliverable after any subsequent mailing. All costs of locating Class Members will be paid from the QSF.
- (d) **Settlement Website.** On the same date as initial mailing and/or e-mailing of Notices, the Settlement Administrator will create the Settlement Website (www.WebsterUniversitysettlement.com), that will include copies of this Settlement Agreement, the Notice, the Fee Petition, Class Counsel's contact information, applicable deadlines, and other pertinent documents and Court filings pertaining to the Settlement. The Parties shall jointly approve any additional content in advance of posting on the Settlement Website. Class Counsel shall provide to the Settlement Administrator, as soon as practicable after filing, Class Counsel's Fee Application to the Class Representative, together with supporting memorandum and papers, which the Settlement Administrator will post on the Settlement Website within 5 days of receipt from Class Counsel. The Court finds that the posting of the Fee Application on the Settlement Website constitutes a reasonable manner of serving the motion.

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

- (a) Class Members may elect to be excluded, or "opt-out" of the Settlement Agreement. A person who wishes to opt-out of the Settlement Agreement must submit by mail or email to the Settlement Claims Administrator a written, signed statement that states he or she is opting out of the settlement ("Opt-out Statement"). In order to be valid, the Opt-out Statement must include the Class Member's name, address, and telephone number, and a statement indicating his or her intention to opt-out. No Opt-out Statement may be made on behalf of a group of persons. To be effective, an Opt-out Statement must be postmarked or emailed on or before the Opt-out Deadline.
- (b) The Settlement Claims Administrator shall 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 three (3) days 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 email. The Settlement Claims Administrator shall retain the 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.

- (c) Any person who timely submits an Opt-out Statement may, prior to the Opt-out Deadline, submit to the Settlement Administrator a written revocation of the Opt-out Statement, such revocation to simply bear the person's name, address, signature, and a statement of the person revoking the prior Opt-out Statement.
- (d) Any Class Member who does not timely submit an Opt-out Statement pursuant to this Agreement will be bound by the Final Approval Order, and will have any and all Released Class Claims released and dismissed with prejudice.
- (e) Any person who properly and timely submits an Opt-out Statement shall not: (a) be bound by any orders or judgments entered in the Action relating to the Settlement Agreement; (b) be entitled to relief under, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement.
- (f) Neither the Parties or their respective counsel will encourage any person to opt-out of the Settlement Agreement.

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

- (a) Class Members who wish to present objections to the proposed settlement must do so in writing by the Objection Deadline. Only Class Members who do not timely submit an Opt-out Statement may object to the Settlement Agreement. To be considered, the objection must be filed with the Court and served on Class Counsel and Defendant's Counsel. To be valid, objections must be filed with the St. Louis County Circuit Clerk, 105 South Central Avenue, Clayton, MO. Any objections made by a Class Member who is represented by counsel must be filed through the Court's electronic filing system. Any objections by Class Members representing themselves that are filed in paper form will be placed on the docket by the St. Louis County Circuit Clerk. Any Class Member who files and serves a written objection satisfying the requirements of this Section may appear at the Final Approval Hearing, either in person or through counsel at the Class Member's expense, to object to any aspect of the fairness, reasonableness, or adequacy of the Settlement Agreement. The written objection 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 Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection the objector wishes to introduce in support of the objection; (4) the name and contact information of any and all attorneys representing the objector in connection with the submission of the objection; (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, and if through counsel, the identity of the counsel); (6) copies of any papers, briefs, declarations, affidavits or other documents upon which the objection

is based; (7) the identity of all witnesses and/or exhibits the objector anticipates introducing at the Final Approval Hearing; (8) a detailed list of any other objections submitted by the 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 (9) 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.

- (b) Class Members who fail to file and serve timely written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement, Fee Application, or any payment identified herein or awarded by the Court.
- (c) An Objector may withdraw his or her objections at any time by providing a written revocation of the objection, such revocation to simply bear the person's name, address, signature, and a statement of the person revoking the objection
- (d) Neither the Parties nor their respective counsel shall encourage any person to file an objection.

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

- (a) No later than seven (7) days after the Objection and Opt-Out deadlines, the Settlement Claims Administrator shall certify jointly to Class Counsel and Defendant's Counsel: (a) a list of all Settlement Class Members, (b) a list of all Objectors, and (c) a list of all Class Members who timely submitted an Opt-out Statement.
- (b) Within 15 days after the Court enters Final Approval, the Settlement Claims Administrator shall provide Class Counsel and Defendant's Counsel an accounting of the Settlement Escrow, a calculation of the Net Fee Class Fund, a calculation of the Net Meal Plan Class Fund, and calculations for allocation of the Settlement proceeds as described herein.

3. Settlement Terms

3.1. **Consideration.** In exchange for the mutual promises and covenants in this Agreement, including, without limitation, the Releases set forth herein, Defendant agrees to pay Two Hundred and Fifty Thousand Dollars (\$250,000.00) (the total of the Fee Class Fund and Meal Plan Class Fund), which shall be used to pay: (a) the Settlement Class members; (b) the Fee Award; (c) the Settlement Class Portion Of Administration Expenses; and (d) any taxes, as set forth herein.

- (a) **Funding.** Defendant shall make payments into the Settlement Escrow as follows:
 - (i) on or before either September 19, 2024, or 10 days after the Preliminary

Approval Date, whichever date is later, Defendant shall deposit \$10,000 with the Settlement Claims Administrator for the purpose of paying Defendant's Portion Of Settlement Claims Administrator Expenses ; and (ii) on or before either October 4, 2024, or 25 days after the Preliminary Approval Date, whichever date is later, Defendant shall deposit the Fee Class Fund and the Meal Plan Class Fund into the Settlement Escrow, pursuant to the payment instructions of the Settlement Claims Administrator.

- (b) **Qualified Settlement Fund.** The funds in the Settlement Escrow shall be deemed a "qualified settlement fund" within the meaning of United States Treasury Reg. § 1.468B-1 at all times since creation of the Settlement Escrow. All taxes (including any estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Settlement Escrow or otherwise, including any taxes or tax detriments that may be imposed upon Defendant, Defendant's Counsel, Plaintiff and/or Class Counsel with respect to income earned by the Settlement Escrow for any period during which the Settlement Escrow does not qualify as a "qualified settlement fund" for the purpose of federal or state income taxes or otherwise (collectively "Taxes"), shall be paid out of the Settlement Escrow. Defendant and Defendant's Counsel and Plaintiff and Class Counsel shall have no liability or responsibility for any of the Taxes. The Settlement Escrow shall indemnify and hold Defendant and Defendant's Counsel and Plaintiff and Class Counsel harmless for all Taxes (including, without limitation, Taxes payable by reason of any such indemnification).
- (c) **Uncashed and Unclaimed Funds.** After 270 days after the mailing of Settlement Checks and all outstanding issues are resolved, if any amounts remaining in the QSF allows for each remaining Settlement Class Member on a *pro rata* basis to receive additional amounts that exceeds \$2.00, such funds shall be distributed accordingly to all remaining Settlement Class Members. Otherwise, such funds shall be distributed to Webster's institutional general scholarship and hardship financial aid funds at Webster.

3.2. Net Settlement Fund and Allocation to Class Members.

- (a) **Allocation.** The Net Fee Class Fund and Net Meal Plan Class Fund shall be distributed based on the following terms and criteria:

3.2.a.1. Net Fee Class Fund: Fee Class Members shall automatically receive a proportionate share of the Net Fee Class Fund prorated based on the ratio of: (a) the total amount of the Student Activity Fee, Housing Activity Fee, and Parking Fee paid by the Fee Class Member for the 2020 Spring Semester to (b) the total amount of the Student Activity Fee, Housing Activity Fee, and Parking Fee paid by all Fee Class Members for the 2020 Spring Semester. The resulting ratio will be multiplied by the Net Fee Class Fund to determine each Fee Class Member's award.

3.2.a.2. Net Meal Plan Class Fund: Meal Plan Class Members shall automatically receive a share of the Net Meal Plan Class Fund in an amount in proportion to the percentage that his/her Meal Plan Final Balance represented out of the total Meal Plan Final Balance of all Meal Plan Class Members. *E.g.*, if a student's Meal Plan Final Balance represented 1% of the total Meal Plan Final Balance of all Meal Plan Class Members, she would receive 1% of the Net Meal Plan Class Fund.

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

- (a) Within fourteen (14) days after the Final Effective Date, the Settlement Claims Administrator shall mail all Settlement Checks to Class Members.
- (b) If any Settlement Class Member's Settlement Check is returned as undeliverable, neither the Settlement Claims Administrator, Defendant, Defendant's Counsel, or Class Counsel shall have any further obligations to such Settlement Class Member, except that: i) within 75 days after the Final Effective Date, for any Settlement Check returned by the U.S. Postal Service bearing a forwarding address, the Settlement Administrator will mail the Settlement Check to the forwarding address; ii) within 75 days after the Final Effective Date, for any Settlement Check returned by the U.S. Postal Service without a forwarding address, the Settlement Administrator will use publicly available databases as is practicable to update the Settlement Class Member's address and will cause the Settlement Check to be re-mailed to such Settlement Class Member as can be located; iii) the Parties agree that all Settlement Class Members waive and abandon any ownership interest in any returned and undeliverable Settlement Checks or Settlement Checks that are returned as undeliverable more than 75 days after the Final Effective Date, and further agree that no obligation has been generated or proven with respect to such returned or undeliverable Settlement Checks.
- (c) The Fee Award will be deducted from the Fee Class Fund and the Meal Plan Class Fund as directed by the Court, and shall be paid to Class Counsel within fourteen (14) days after the Final Effective Date.

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

- (a) Class Counsel will file its Fee Application no later than forty-five (45) days after the Preliminary Approval Date.
- (b) 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.

3.5. Service Award for Named Plaintiff.

- (a) As part of its Fee Application, Class Counsel will seek the Court's approval of a "Service Award" for the Class Representative, to be deducted from the Fee Class Fund and Meal Plan Class Fund, for her time and effort spent conferring with Class Counsel, pursuing the Action in her own name, sitting for her deposition, and recovering compensation on behalf of the Class Members.
- (b) 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 Application for Approval.

3.6. Release of Claims.

- (a) 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.

3.7. Non-Admission of Liability. By entering this Agreement, Defendant in no way admits any violation of law or any liability whatsoever to Named 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 the Named Plaintiff and members of the Settlement Class. 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, 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.

3.9. Elective Withdrawal. If the number of individuals that timely and validly opt out of the Settlement Class exceeds 10% of the headcount of the Settlement Class then Defendant, in its sole discretion, shall have the unilateral, unconditional option to withdraw from the Settlement Agreement and render the Settlement Agreement null and void.

3.11. Tax Consequences. No opinion concerning the tax consequences of this Settlement Agreement to any Class Member is given or will be given by Defendant, Defendant's Counsel, or Class Counsel; nor is any party to this Agreement or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Class Notice will direct Settlement

Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his or her own tax reporting and other obligations, if any, respecting the Settlement.

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. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and the Parties expressly acknowledge that no other agreements or understandings unexpressed in this Settlement Agreement exist between them relating to the subject matter hereof.
- 4.3. **Binding Effect.** This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.
- 4.4. **Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length.
- 4.5. **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.
- 4.6. **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.
- 4.7. **Non-Disparagement.** Plaintiff agrees to refrain from making any statements or causing or authorizing any statements to be made to any third party that: (1) relate to the claims or facts involved in this Action and (2) are disparaging, derogatory or which may tend to injure the reputation or business of Webster. Nothing in this provision or Agreement is intended, however, to prohibit or limit Plaintiff from providing information to, or otherwise assisting in, an investigation by any federal, state or local regulatory, administrative, or law enforcement agency. Nothing in this provision is intended to prohibit Plaintiff from testifying truthfully under oath.
- 4.8. **Waivers, Modifications and Amendments to Be in Writing.** This Settlement Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives.
- 4.9. **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.

- 4.10. Facsimile, Email and Electronic Signatures.** Any Party may execute this Agreement by electronic signature and/or by causing its 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.
- 4.11. Time Periods.** The time periods and dates described in this Settlement Agreement with respect to the giving of notices and hearings are subject to Court approval and modification by the Court or by written stipulation of Class Counsel and Defendant’s Counsel.
- 4.12. Termination of Agreement.** This Settlement Agreement shall be deemed terminated if there is no Final Effective Date.
- 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.
- 4.14. Exhibits. The exhibits to this Settlement Agreement are:**
- Exhibit 1 – Proposed Preliminary Approval Order**
 - Exhibit 2 – Proposed Final Judgment**
 - Exhibit 3 – Emailed Notice**
 - Exhibit 4 – Mailed Notice**
- 4.15. Execution.** The undersigned, being duly authorized, have caused this Settlement Agreement to be executed on the dates shown below and agree that it shall take effect on that date upon which it has been executed by the last of all of the undersigned.

WE AGREE TO THESE TERMS,

FOR DEFENDANT:

Webster University

William R. Donovan

By: William R. Donovan

CFO
Date: October 18, 2024

FOR PLAINTIFF:

Caroline Keeven

Date: _____

WE AGREE TO THESE TERMS,

FOR DEFENDANT:

Webster University

By: _____

Date: _____

FOR PLAINTIFF:

Caroline Keeven

Signed by:


Date: 9/19/2024

EXHIBIT 1

IN THE CIRCUIT COURT FOR THE COUNTY OF ST. LOUIS, MISSOURI
TWENTY-FIRST JUDICIAL CIRCUIT

CAROLINE KEEVEN, on behalf of)
herself and all others similarly situated,)
)
Plaintiff,)
)
v.)
)
Webster University,)
)
Defendant.)

Cause No:21SL-CC05384

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff Caroline Keeven’s Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement between Plaintiff and Defendant Webster University (“Webster”), set forth in the Settlement Agreement between Plaintiff and Webster (the “Settlement Agreement”), and the Court having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all capitalized terms in this Order shall have the same meanings as set forth in the Settlement Agreement.

Certification of the Settlement Class and Preliminary Approval of the Settlement

2. The Settlement Agreement includes the following Settlement Class:

All persons in the Fee Class and Meal Plan Class who do not timely and properly opt out of this Agreement pursuant to the procedures set forth herein.

The Fee Class means all Missouri citizens enrolled as full-time undergraduate or graduate students at Webster University within the State of Missouri for the 2020 Spring Semester (as defined herein) who Webster charged, in whole or in part, a Student Activity Fee, a Housing Activity Fee, and/or a Parking Fee for the Spring 2020 Semester.

The Meal Plan Class means all Missouri citizens enrolled at Webster University within the State of Missouri for the Spring 2020 Semester (as defined herein) who, as of March 27, 2020, had a balance on a meal plan that exceeded \$1,029.

Excluded from the Settlement Class are the Court and staff to whom this case is assigned and any immediate family members of the Court or its staff.¹

3. This Court finds that the Court will likely be able to certify the Settlement Class for purposes of judgment on the Settlement Agreement pursuant to Missouri Supreme Court Rule 52.08 because the requirements for certification under Rule 52.08 are satisfied. Namely:
- a. Rule 52.08(a)(1) is satisfied, as the Class is so numerous that joinder of all members is impracticable.
 - b. Rule 52.08(a)(2) is satisfied, as there are numerous questions of law and fact arising from the nucleus of operative fact common to those Class members, including, among others: (i) Whether Webster's alleged failure to provide Plaintiff and Class Members in-person services for which Plaintiff and Class Members paid student fees for the 2020 Spring Semester, without any reimbursement, constitutes a breach of contract; (ii) Whether Defendant has been unjustly enriched by its retention of student fees charged to Plaintiff and Class Members for in-person services for the 2020 Spring Semester, which Plaintiff and Class Members allege they paid for but did not receive; (iii) Whether Webster's alleged failure to provide Plaintiff and Class Members in-person services for which Plaintiff and Class Members paid student fees for the 2020 Spring Semester, without any reimbursement, is unfair under the Missouri Merchandising Practices Act, Mo. Rev. Stat. § 407.020; (iv) Whether Webster's alleged failure to provide Plaintiff and Class Members in-person services for which Plaintiff and Class Members paid student fees for the 2020 Spring Semester, without any reimbursement,

¹ The Settlement Class is sometimes referred to herein as the Class.

breaches the implied covenant of good faith and fair dealing; (v) Whether Webster's alleged failure to provide Plaintiff and Class Members meal plan reimbursements covering their remaining balance for the 2020 Spring Semester constitutes unjust enrichment and/or a breach of the MMPA; and (vi) Whether Webster had a policy of denying reimbursements, in whole or in part, to Plaintiff and the Class Members based on the campus restrictions and move to online-only classes during the 2020 Spring Semester.

c. Rule 52.08(a)(3) is satisfied because the claims of the proposed Class Representative typify those of the absent Class members, as each Class Member was subject to the same alleged misconduct in the same manner as to Webster's retention of their money paid for student fees and/or money remaining on their meal plan.

d. Rule 52.08(a)(4) is satisfied because the proposed Class Representative will fairly and adequately protect the interests of the Class as a whole, and has done so thus far. The Class Representative's interests are aligned with, and not antagonistic to, those of the Class members in seeking to recover based on Webster's retention of their money paid for student fees and/or money remaining on their meal plan. Further, the Class Representative has proceeded with counsel who have vigorously pursued this case and have fairly and adequately protected the interests of the Class.

e. Rule 52.08(b)(3) is satisfied because the common questions of law or fact predominate over questions affecting individual members, as the common issues will be resolved through generalized and common proof—such as Webster's uniform decisions regarding the reimbursement of student fees and meal plan balances—which are more substantial than any issues that may be subject to individualized proof. Moreover, a class action is a superior method for fairly and efficiently adjudicating the controversy and avoiding inconsistent outcomes.

4. Accordingly, subject to the Final Approval Hearing referred to in this Order, the Court certifies the Settlement Class and appoints Caroline Keeven as Class Representative of the Settlement Class.

5. The Court appoints Kevin P. Green, Daniel S. Levy, and Richard S. Cornfeld, of Goldenberg Heller & Antognoli, P.C., as Class Counsel. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel and have and will fairly and adequately protect the interests of the Settlement Class.

6. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement for fairness, adequacy, and reasonableness. Based on this preliminary evaluation, the Court finds that the settlement is fair, reasonable and adequate, is likely to be approved under Missouri Supreme Court Rule 52.08, and is in the best interests of the Settlement Class. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action against Webster University, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delays associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement is the result of arm's-length negotiations between experienced class action attorneys familiar with the legal and factual issues of this case, who have diligently investigated and prosecuted this matter.

Therefore, the Court grants preliminary approval of the settlement.

Notice and Administration

7. Pursuant to Missouri Supreme Court Rule 52.08(c)(2), the Court directs that notice of the Settlement Agreement shall be provided to the members of the Settlement Class as set forth herein.

8. The Court hereby approves the appointment of Atticus Administration, LLC as the Settlement Administrator responsible for administering the Class Notice and settlement payments in accordance with the terms of the Settlement Agreement. The Court also authorizes the Settlement Administrator to carry out such other responsibilities as are provided for in the Settlement Agreement or as may be agreed to by counsel for the Parties.

9. The Court approves the proposed content and method for giving notice to the Settlement Class. Counsel for the Parties are directed to modify such notices to reflect the dates set by this order prior to publication and dissemination. The proposed method of dissemination of Notice set forth in the Settlement Agreement is the best notice practicable under the circumstances, is a reasonable manner for notice, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including but not limited to the Due Process Clause of the United States Constitution, and is approved. The Court further finds that the Notice is reasonably calculated, under all circumstances, to apprise members of the Settlement Class of the pendency of this Action, the terms of the Settlement Agreement, and their rights under the Settlement Agreement, including the right to object to or exclude themselves from the settlement. Class Counsel and Webster's Counsel, by agreement, may revise the Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication. Therefore, the Settlement Administrator is directed to send notice on or before [34 days after date of this order] (the "Settlement Notice Date") in accordance with the Settlement Agreement, as follows:

a. **Email Notice.** Within thirty-four (34) days after the Preliminary Approval Date, the Settlement Administrator will email the Emailed Notice to all Class Members for whom the Settlement Claims Administrator is provided with a valid email address.

b. **Mail Notice.** Within thirty-four (34) days after the Preliminary Approval Date, the Settlement Administrator will send via U.S. mail, postage prepaid the Mailed Notice to all Class Members not presently enrolled at Webster or 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 Webster's records. Prior to sending Mailed Notice, the Settlement Administrator will process the address of each person to whom Mailed Notice is to be sent through the U.S. Postal Service's National Change of Address database (the "Address Database"). The Notice will be mailed to the student's last known mailing address in Webster's records unless a different address is listed in the Address Database, in which case the notice will be mailed to the address listed in the Address Database. For up to thirty-five (35) days after the Settlement Notice Date, the Settlement Claims Administrator will re-mail notice via standard U.S. Mail, postage prepaid, to any updated addresses to the extent that it receives address change notifications and/or a forwarding address from the U.S. Postal Service or pursuant to a request from a person on the Class List.

c. **Settlement Website.** Within thirty-four (34) days after the Preliminary Approval Date, the Settlement Administrator will create the Settlement Website (www.WebsterUniversityrefundsettlement.com) that will include links to the Settlement Notice, the Settlement Agreement, the Claim Form, the Fee Application, Class Counsel's contact information, applicable deadlines, and orders of the Court pertaining to the settlement. Class Counsel and Webster's Counsel shall jointly approve any additional content in advance of posting on the Settlement Website. Class Counsel shall provide to the Settlement Administrator, as soon as practicable after filing, Class Counsel's Fee Application and motion for payment of service awards to the Class Representative, together with supporting memorandum and papers,

which the Settlement Administrator will post on the Settlement Website within 5 days of receipt from Class Counsel. The Court finds that the posting of the Fee Application on the Settlement Website constitutes a reasonable manner of serving the motion for the purpose of notifying Class Members.

10. No later than seven (7) days before the Final Approval Hearing (defined below), the Settlement Administrator shall provide the Court with a declaration showing that Notice was disseminated in accordance with this Order and the Settlement Agreement.

Exclusions

11. Any Class Members may elect to be excluded, or “opt-out” of the Settlement Agreement. A person who wishes to opt-out of the Settlement Agreement must submit by mail or email to the Settlement Claims Administrator a written, signed statement that states he or she is opting out of the settlement (“Opt-out Statement”). In order to be valid, the Opt-out Statement must include the Class Member’s name, address, and telephone number, and a statement indicating his or her intention to opt-out. No Opt-out Statement may be made on behalf of a group of persons. To be effective, an Opt-out Statement must be postmarked or emailed on or before [79 days after date of this order (or next business day thereafter)].

12. Any person who properly and timely submits an Opt-out Statement shall not: (a) be bound by any orders or judgments entered in the Action relating to the Settlement Agreement; (b) be entitled to relief under, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement Agreement.

Objections

13. Any Settlement Class members who have not timely filed a request for exclusion may object to the fairness, reasonableness, or adequacy of the Settlement Agreement, or to a Final Judgment being entered in accordance with the terms of the Settlement Agreement, or to the attorneys' fees and expense reimbursement sought by Class Counsel, or to the requested service award to the Class Representative. To be considered, the objection must be filed with the Court and served on Class Counsel and Defendant's Counsel. To be valid, objections must be filed with the St. Louis County Circuit Clerk, 105 South Central Avenue, Clayton, MO. Any objections made by a Class Member who is represented by counsel must be filed through the Court's electronic filing system. Objections must be filed on or before [79 days after date of this order (or next business day thereafter)].

14. The written statement of objection shall include: (1) the objector's name, address and telephone number; (2) an explanation of the basis upon which the objector claims to be a Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection the objector wishes to introduce in support of the objection; (4) the name and contact information of any and all attorneys representing the objector in connection with the submission of the objection; (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, and if through counsel, the identity of the counsel); (6) copies of any papers, briefs, declarations, affidavits or other documents upon which the objection is based; (7) the identity of all witnesses and/or exhibits the objector anticipates introducing at the Final Approval Hearing; (8) a detailed list of any other objections submitted by the 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 (9) 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.

15. Settlement Class members who fail to file and serve timely written objections in compliance with the requirements above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement, Fee Application, or any payment identified herein or awarded by the Court.

16. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class member's objection to the Settlement, in accordance with the due process rights of all Settlement Class Members.

Final Approval Hearing

17. On [at least 100 days after the date of this Order] _____, at _____, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement and Fee Application, and to determine whether Final Judgment approving the settlement and dismissing with prejudice all claims asserted in the Litigation against Webster University should be entered. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court, and the Settlement Website shall be updated with any new Final Approval Hearing Date. No further notice to the Class is required.

Supplemental Filing Deadlines

18. Class Counsel shall file their Fee Application within forty-five (45) days after the date of this Preliminary Approval Order.

19. The Motion for Final Approval shall be filed after the Opt-Out/Objection Deadline, and no later than fourteen (14) days prior to the Final Approval Hearing.

20. If any deadline set forth in this Order falls on a Saturday, Sunday or federal holiday, then such deadline shall extend to the next Court business day.

21. Summary of Major Dates and Deadlines:

Settlement Website goes live	_____, 2024 (34 days after the entry of this Order)
Settlement Notice Date	_____, 2024 (34 days after the entry of this Order)
Class Counsel’s Fee Application Deadline	_____, 2024 (45 days after the entry of this Order)
Opt-Out Deadline	_____, 2024 (79 days after the Settlement Notice Date)
Objection/Notice of Intent to Appear Deadline	_____, 2024 (79 days after the Settlement Notice Date)
Motion for Final Approval	_____ (14 days prior to Final Approval Hearing)
Final Approval Hearing	_____, at ____.

22. Unless modified in this Order, the Court adopts and directs the parties to comply with all deadlines and obligations requiring action prior to the Final Approval Hearing set forth in the Settlement Agreement. Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the settlement that are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

IT IS SO ORDERED.

DATED: _____, 2024

Hon. Kristine A. Kerr

EXHIBIT 2

IN THE CIRCUIT COURT FOR THE COUNTY OF ST. LOUIS, MISSOURI
TWENTY-FIRST JUDICIAL CIRCUIT

CAROLINE KEEVEN, on behalf of)
herself and all others similarly situated,)
)
Plaintiff,)
)
v.)
)
Webster University,)
)
Defendant.)

Cause No:21SL-CC05384

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

The Settlement Agreement between Plaintiff Caroline Keeven, in both her individual and representative capacities (the “Class Representative”) and Defendant Webster University (“Webster”) provides for the Settlement of the claims in this Action against Webster on behalf of the Class Representative and the Settlement Class Members, subject to approval by this Court of its terms and to the entry of this Final Judgment.

Pursuant to an Order dated _____, 20__, (“Preliminary Approval Order”), the Court scheduled a hearing (the “Final Approval Hearing”) to consider the approval of the Settlement Agreement and the Settlement reflected in it.

Webster denies any wrongdoing, fault, violation of law, or liability for damages of any sort. Webster has agreed to the certification of the Settlement Class for settlement purposes only.

A Final Approval Hearing was held before this Court on _____, 20__, to consider, among other things, whether the Settlement should be approved by this Court as fair, reasonable and adequate, whether Class Counsel’s request for approval of attorneys’ fees and expenses is reasonable and should be approved by this Court, and whether Class

Representative's request for approval of a service payment is reasonable and should be approved by this Court.

NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used in this Order will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined in this Order.

2. This Court has subject-matter jurisdiction to approve the Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties, including all Settlement Class Members

3. In this Court's Preliminary Approval Order, the Court preliminarily approved the Settlement Agreement, and for settlement purposes, certified the following Settlement Class after finding that it met the requirements of Missouri Supreme Court Rule 52.08, as follows:

All persons in the Fee Class and Meal Plan Class who do not timely and properly opt out of this Agreement pursuant to the procedures set forth herein.

The Fee Class means all Missouri citizens enrolled as full-time undergraduate or graduate students at Webster University within the State of Missouri for the Spring 2020 Spring Semester (as defined herein) who Webster charged, in whole or in part, a Student Activity Fee, a Housing Activity Fee, and/or a Parking Fee for the Spring 2020 Semester.

The Meal Plan Class means all Missouri citizens enrolled at Webster University within the State of Missouri for the Spring 2020 Semester (as defined herein) who, as of March 27, 2020, had a balance on a meal plan that exceeded \$1,029.

Excluded from the Settlement Class are the Court and staff to whom this case is assigned, any immediate family members of the Court or its staff.¹

¹ The Settlement Class is sometimes referred to herein as the Class.

4. The Court now confirms final certification of the Settlement Class for purposes of entering this final judgment, appointment of Plaintiff Caroline Keeven as Class Representative for the Settlement Class, and the appointment of Class Counsel as described in the Preliminary Approval Order.

5. Notice to the Settlement Class has been provided pursuant to this Court's Preliminary Approval Order, and the Notice, which included Mail Notice, Email Notice, and the creation of the Settlement Website, provided the best notice practicable under the circumstances, was a reasonable manner for notice, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including but not limited to the Due Process Clause of the United States Constitution.

6. The Court finds that the Settlement Agreement is the product of good faith arm's-length negotiations between experienced class action attorneys familiar with the legal and factual issues of this case, who have diligently investigated and prosecuted this matter, and is supported by the Class Representative and Class Counsel. The Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement Agreement.

7. This Court, having considered the factors set forth in Missouri Supreme Court Rule 52.08, approves the Settlement and all terms set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, reasonable, adequate and in the best interest of the Settlement Class Members, in light of the complexity, expense, and duration of the litigation, the risks involved in maintaining the class action through trial and appeal, and the **lack of any objections** to the settlement by the Settlement Class. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims. The

Court finds that the consideration to be paid to Settlement Class members is reasonable, considering the facts and circumstances of the claims and defenses available in the Action and the potential risks of alternatively pursuing litigation on the merits. The Parties dispute the validity of the claims in this Litigation, and their dispute underscores not only the uncertainty of the outcome but also why the Court finds the Settlement Agreement to be fair, reasonable, adequate and in the best interests of the Settlement Class Members. The relief negotiated by the Parties includes monetary relief for each Settlement Class member, proportionate to their alleged damages. For these reasons, the Court finds that the uncertainties of continued litigation in both trial and appellate courts, as well as the tremendous expense associated with it, weigh in favor of approval of the Settlement Agreement.

8. [Names] [or those identified on Exhibit ___] are hereby excluded from the Settlement Class after submitting timely and valid Requests for Exclusion.

9. Any and all objections to the Settlement Agreement and the Fee Award have been considered and are hereby found to be without merit and are overruled. [or No objections to the Settlement Agreement were filed.] Any member of the Settlement Class who did not timely file and serve an objection in writing to the Settlement Agreement or Fee Award in accordance with the procedures set forth in the Settlement Agreement is deemed to have waived any such objection by appeal, collateral attack, or otherwise.

10. The Settlement Agreement is hereby finally approved in all respects. The Parties to the Agreement and their counsel are directed to consummate and perform the Settlement Agreement by its terms. The Settlement Administrator shall provide the payments to Class Members according to the terms of the Settlement Agreement.

11. The claims against Webster are hereby dismissed, with prejudice, and without costs to any party except as set forth in the Court's Order on Class Counsel's Fee Application.

12. Upon the Final Effective Date, the Class Representative and each Settlement Class member, and all of their respective present or past heirs, executors, administrators, predecessors, successors, assigns, guardians, representatives and any and all other persons acting or purporting to act on behalf of any of them, fully and finally release, as of the Final Effective Date, the Released Parties from 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 in the Settlement Agreement), whether in law or in equity, accrued or unaccrued, 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 Webster's actions, inactions, decisions, and/or indecisions with respect to COVID-19 during the Spring 2020 Semester, including transitioning in-person instruction, educational services, campus events, meal plans, and other Webster services to a remote 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.

13. The posting of the Fee Application on the Settlement Website constituted reasonable notice to Class Members regarding Class Counsel's Fee Application. The Court sets

forth its findings of fact and conclusions of law regarding said motion in a separate order awarding attorneys' fees, costs, and a Service Award, which is incorporated herein by reference.

14. After 270 days after the mailing of Settlement Checks and all outstanding issues are resolved, if any amounts remaining in the Qualified Settlement Fund allows for each remaining Settlement Class Member on a *pro rata* basis to receive additional amounts that exceeds \$2.00, such funds shall be distributed accordingly to all remaining Settlement Class Members. Otherwise, such funds shall be distributed to Webster's institutional general scholarship and hardship financial aid funds at Webster.

15. Without affecting the finality of this Final Judgment in any way, this Court retains continuing jurisdiction for the purpose of enforcing the Settlement Agreement and this Final Judgment, and other matters related or ancillary to the foregoing.

16. The Parties having so agreed, and good cause appearing, the Court finds that there is no just reason for delay of enforcement or appeal of this Order, and it is expressly directed that this Final Judgment and Order of Dismissal with Prejudice be, and hereby is, entered as a final and appealable order.

Entered this _____ day of _____.

IT IS SO ORDERED.

DATED: _____, 2024

Hon. Kristine A. Kerr

EXHIBIT 3

Email Notice

From: [ClassActionSettlement@ClaimsAdministratorDomain.com]

To: JonQClassMember@domain.com

Re: Legal Notice of Class Action Settlement – Webster University COVID-19 Reimbursement – 2020 Spring Semester

You are receiving this notice because you have been identified as a full-time in-person student of Webster University in Missouri during the 2020 Spring Semester who was charged a Student Activity Fee, a Housing Activity Fee, and/or a Parking Fee, and/or had a balance on a Webster meal plan as of March 27, 2020, that exceeded \$1,029.

This notice informs you of a proposed settlement of a class action lawsuit against Webster University. The lawsuit is called *Keeven v. Webster University*, Case No. 21SL-CC05384 (Cir. Court of St. Louis County). The lawsuit asserts violations of Missouri law in connection with Webster's alleged failure to provide full-time in-person students with appropriate reimbursements for student fees in connection with Webster's campus closures during the 2020 Spring Semester due to the COVID-19 pandemic. Plaintiff alleges that after the transition to online-only instruction away from campus during the 2020 Spring Semester, in-person students did not receive benefits associated with the student fees that they paid. She also alleges that certain Webster students with meal plans were not appropriately reimbursed in regard to the money they had remaining on their meal plans. Webster denies any violation of the law. The Court did not decide whether Webster violated the law. The settlement resolves these claims against Webster.

Am I a Class Member? The Settlement Class consists of individuals who have been identified as full-time in-person students of Webster in Missouri during the 2020 Spring Semester who were charged a Student Activity Fee, a Housing Activity Fee, and/or a Parking Fee, in addition to Webster's Missouri students who, as of March 27, 2020, had a balance on a meal plan that exceeded \$1,029. Our records indicate you were a student at Webster University during the 2020 Spring Semester and a member of the Settlement Class entitled to a settlement payment.

What Do I Need to Do to Receive Payment? Nothing. You have already been identified as a member of the proposed Settlement Class. Therefore, to participate in the settlement **you do not need to take any action.**

If you have received this notice and do nothing, you will automatically receive money from the settlement if it is approved by the Court.

What Do I Get?

If you do not opt out of the settlement, and if the Court grants final approval of the settlement, you will receive money from the settlement and be bound by all orders and judgments of the Court.

The settlement provides, among other things, for a total payment of \$250,000 that Webster has agreed to pay to settle the claims in the Lawsuit. The Settlement provides for a separate Fee Class Fund and Meal Plan Class Fund.

The Fee Class Fund is in the amount of \$168,500 and will be used to pay Fee Class Member's awards in regard to the Student Activity Fee, Housing Activity Fee, and/or Parking Fee, as provided for in the Settlement Agreement. The amount of the awards that Fee Class Members will receive are proportional to which of these fees that they paid.

The Meal Plan Class Fund is in the amount of \$81,500 and will be used to pay Meal Plan Class Member's awards as described in the Settlement Agreement. The amount Meal Plan Class Members will receive is in proportion to the percentage that his or her final meal plan balance represented out of the total meal plan final balance of all the Meal Plan Class Members.

Subject to Court approval, the Fee Class Fund and Meal Plan Class Fund will be reduced to cover litigation costs, Settlement Administrator's costs, and a Service Award to Class Representative Caroline Keeven, and by an award of up to one third of the total amount of each respective settlement fund for Settlement Class Counsel's attorney fees. Following these reductions, the remaining amounts will be the Net Fee Class Fund and Net Meal Plan Class Fund, which will be distributed to the Fee Class and Meal Plan Class members as referenced above.

The exact amount of money each Fee Class and Meal Plan Class member will receive will not be known until a later date. Please consult your tax advisor regarding the tax consequences and obligations related to the payment.

What are My Other Options? If you do not want to be legally bound by the proposed settlement, you must exclude yourself by **OPT OUT DATE**. You may exclude yourself from the settlement by mailing or emailing the Settlement Administrator (contact information below), your name, address, telephone number, and a clear statement that you wish to be excluded, and your (or your authorized representative's) actual or digital signature. A request to exclude cannot be made on behalf of a group of persons. If you exclude yourself, you will not receive any payment from the settlement. If you do not exclude yourself, you will release any claims you may have against Webster about the legal issues related to this case and the settlement will be binding on you, as more fully described in the Settlement Agreement, available at the settlement website.

If you do not exclude yourself, you may object to the terms of the proposed settlement by **OBJECTION DEADLINE**. If you want to object to the settlement, as further set forth in the Settlement Agreement, you must file the objection with the St. Louis County Circuit Clerk, 105 South Central Avenue, Clayton, MO, and serve a copy on Class Counsel and Defense Counsel. The objection must include your full name, address, telephone number, and the grounds for the objection. An objection cannot be made on behalf of a group of persons.

For more information about excluding yourself from, or objecting to, the proposed settlement, please visit www.WebsterUniversityrefundsettlement.com.

Who Represents Me? The Court has appointed the following Settlement Class Counsel to represent the Settlement Class in this settlement:

GOLDENBERG HELLER & ANTOGNOLI, P.C.
Kevin P. Green; Daniel S. Levy; Richard S. Cornfeld
2227 South State Route 157, Edwardsville, Illinois 62025

Settlement Class Counsel will request up to one-third of the total settlement amount as attorney fees, plus reimbursement of litigation costs and payment of a Service Award to Plaintiff and Settlement Administrator's costs. The request for such amounts (the "Fee Petition") will be added to the settlement website after it is filed with the Court and is subject to Court approval.

When Will the Court Consider the Proposed Settlement? The Court will hold a Hearing on **FINAL APPROVAL HEARING DATE** to consider whether to approve the proposed settlement and request for attorneys' fees, expenses, and service award to the Class Representative. You may appear at the hearing, either by appearing yourself or through an attorney hired by you, but you don't have to.

How Do I Get More Information? This notice summarizes the proposed settlement. More details can be found in the Settlement Agreement and other documents on the Settlement Website: www.WebsterUniversityrefundsettlement.com. If you have questions concerning this notice that are not answered by the website you may also contact the Settlement Administrator at:

Webster University Refund Settlement
c/o Atticus Administration, LLC,
PO Box 64053
St. Paul, MN 55164
1-888-205-6166
WebsterUniversityrefundsettlement@atticusadmin.com

EXHIBIT 4

NOTICE OF CLASS ACTION SETTLEMENT

Keeven v. Webster University., Case No. 21SL-CC05384 (Cir. Court of St. Louis County)

1. Introduction

A state court preliminarily approved a class action settlement between plaintiff and defendant Webster University (“Webster”), in the above-referenced lawsuit (the “Lawsuit”). The Court approved this Notice to inform individuals included in the settlement of their rights. As described in more detail below, you may do one of the following:

PARTICIPATE (NO ACTION REQUIRED)	You will receive a settlement payment. You will remain in the Class and be subject to the Settlement Agreement.
EXCLUDE YOURSELF	You will not receive a settlement payment. You will not remain in the Class and will not be subject to the Settlement Agreement.
OBJECT	You will remain a part of the Class and will receive any settlement payment that is approved by the Court if your objection is overruled.

Before any money is paid, the Court will decide whether to grant final approval of the settlement..

2. What Is The Lawsuit About?

The Lawsuit is against Webster University and asserts violations of Missouri law in connection with Webster’s alleged failure to provide full-time in-person students with appropriate reimbursements for student fees in connection with Webster’s campus closures during the 2020 Spring Semester due to the COVID-19 pandemic. Plaintiff alleges that after the transition to online-only instruction away from campus during the 2020 Spring Semester, in-person students did not receive benefits associated with the student fees that they paid. She also alleges that certain Webster students with meal plans were not appropriately reimbursed in regard to the money they had remaining on their meal plans. Webster denies any violation of the law. The Court did not decide whether Webster violated the law.

3. Who Is In The Settlement Class?

The Settlement Class consists of individuals who have been identified as full-time in-person students of Webster in Missouri who were charged a Student Activity Fee, a Housing Activity Fee, and/or a Parking Fee, in addition to Webster’s Missouri students who, as of March 27, 2020, had a balance on a meal plan that exceeded \$1,029. Our records indicate you were a student at Webster University during the 2020 Spring Semester and a member of the Settlement Class entitled to a settlement payment. You do not need to file a claim or take any action to receive a settlement payment.

4. What Does The Settlement Provide?

The settlement provides, among other things, for a total payment of \$250,000 that Webster has agreed to pay to settle the claims in the Lawsuit. The Settlement provides for a separate Fee Class Fund and Meal Plan Class Fund. The Fee Class Fund is in the amount of \$168,500 and will be used to pay Fee Class Member’s payments in regard to the Student Activity Fee, Housing Activity Fee, and/or Parking Fee, as provided for in the Settlement Agreement. The amount of the awards that Fee Class Members will receive are proportional to which of these fees that they paid. The Meal Plan Class Fund is in the amount of \$81,500 and will be used to pay Meal Plan Class Member’s awards as described in the Settlement Agreement. The amount Meal Plan Class Members will receive is in proportion to the percentage that his or her final meal plan balance represented out of the total meal plan final balance of all the Meal Plan Class Members. Subject to Court approval, the Fee Class Fund and Meal Plan Class Fund will be reduced to cover litigation costs, Settlement Administrator’s costs, and a Service Award to Class Representative Caroline Keeven, and by an award of up to one third of the total amount of each respective settlement fund for Settlement Class Counsel’s attorney fees. Following these reductions, the remaining amounts will be the Net Fee Class Fund and Net Meal Plan Class Fund, which will be distributed to the Fee Class and Meal Plan Class members as referenced above.

The exact amount of money each Fee Class and Meal Plan Class member will receive will not be known until a later date. Please consult your tax advisor regarding the tax consequences and obligations related to the payment.

5. What Are My Options?

You have the choice of participating in the settlement (by **doing nothing**), **excluding yourself** from the settlement, or **objecting** to the settlement. Please review a list of your options below.

- a. **Participate (no action required).** To participate in the settlement you do not need to take any action. If you have received this notice and do nothing, you will automatically receive money from the settlement if it is approved by the Court and be bound by all orders and judgments of the Court.
- b. **Exclude yourself from the settlement.** You may exclude yourself from the settlement by mailing or emailing the Settlement Administrator (contact information below) on or before **DATE**, 2024. If you do this, you will NOT receive a settlement payment and will not be bound by the settlement. You must include your name, address, telephone number, and a clear statement that you wish to be excluded, and your (or your authorized representative's) actual or digital signature. A request to exclude cannot be made on behalf of a group of persons.
- c. **Object to the settlement.** You may object to the settlement on or before **DATE**, 2024. If you want to object to the settlement, as further set forth in the Settlement Agreement, you must file the objection with the St. Louis County Circuit Clerk, 105 South Central Avenue, Clayton, MO, and serve a copy on Class Counsel and Defense Counsel. The objection must include your full name, address, telephone number, and the grounds for the objection. An objection cannot be made on behalf of a group of persons. If you exclude yourself from the settlement, you cannot file an objection.

Each choice has risks and consequences. Unless you exclude yourself, you are staying in the Settlement Class and agreeing to release Webster as set forth in the Settlement Agreement if the Court approves the settlement. This means that you can't sue, continue to sue, or be part of any other lawsuit against Webster about the legal issues related to this case. It also means that all of the Court's orders will apply to you and legally bind you.

6. Who Are The Attorneys For The Class And How Will They Be Paid?

The Court has appointed the following Settlement Class Counsel to represent the Settlement Class in this settlement:

GOLDENBERG HELLER & ANTOGNOLI, P.C.
Kevin P. Green; Daniel S. Levy; Richard S. Cornfeld
2227 South State Route 157, Edwardsville, Illinois 62025

Settlement Class Counsel will request up to one-third of the total settlement amount as attorney fees, plus reimbursement of litigation costs and payment of a Service Award to Plaintiff and Settlement Administrator's costs. The request for such amounts (the "Fee Petition") will be added to the settlement website after it is filed and is subject to Court approval.

7. When Is The Final Approval Hearing?

The Court will hold a hearing in this case on **DATE**, 2024 at **DATE**, to consider whether to finally approve (1) the settlement; and (2) the Fee Petition. You may appear at the final approval hearing, but you are not required to do so.

8. Who Is The Settlement Administrator And Are There More Details About The Settlement?

This notice summarizes the proposed settlement. More details can be found in the Settlement Agreement and other documents that can be found on the Settlement Website: www.WebsterUniversityrefundsettlement.com. If you have questions about this notice that are not answered by the website you may also contact the Settlement Administrator at:

Webster University Refund Settlement c/o Atticus Administration, LLC,
PO Box 64053, St. Paul, MN 55164
1-888-205-6166 | WebsterUniversityrefundsettlement@atticusadmin.com

*****NO INQUIRIES SHOULD BE DIRECTED TO THE CLERK OF THE COURT OR TO THE JUDGE*****