

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

FILED
APR 25, 2025
JOAN M. GILMER
CIRCUIT CLERK
ST. LOUIS COUNTY, MO

~~PROPOSED~~ FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

This matter comes before the Court on Plaintiff’s Motion for Final Approval of Class Action Settlement. The Court, being fully advised in the premises, finds and orders as follows:

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.

On October 29, 2024, the Court entered an order preliminarily approving the Settlement (“Preliminary Approval Order”), setting deadlines, and scheduling a hearing (the “Final Approval Hearing”) to consider the approval of the Settlement Agreement and the Settlement reflected in it. Certain deadlines were extended in the Court’s Order Amending Preliminary Approval Order dated December 2, 2024.

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 April 25, 2025, at 2:00 p.m. 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 and any immediate family members of the Court or its staff.¹

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

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

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. Those individuals identified by Webster in its March 11, 2025 filing under seal as having opted-out of the Settlement are hereby excluded from the Settlement Class after submitting timely and valid Requests for Exclusion.

9. 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 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 in a separate order granting the Fee Application, which is incorporated herein by reference, and directs the Settlement Administrator to make the Fee Award in accordance with the Court's Order.

11. 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.

12. 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.

13. 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.

14. After 270 days after the mailing of Settlement Checks, and if 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.

IT IS SO ORDERED.

DATED: _____, 2025



Judge Division 14
April 25, 2025

Hon. Kristine A. Kerr