

**UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI**

*Martin v. Lindenwood University*, Case No. 4:20-cv-01128-RLW

**IF YOU PAID TUITION AND FEES TO LINDENWOOD UNIVERSITY FOR  
THE SPRING 2020 SEMESTER, YOU MAY BE ENTITLED TO PAYMENT  
FROM A CLASS ACTION SETTLEMENT.**

***A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit against Lindenwood University (“LU” or “Defendant”). The class action lawsuit alleges LU breached its contract with its students to provide in-person educational services for the Spring 2020 Semester by transitioning to remote learning in March 2020 without issuing partial tuition and fee refunds.
- You are included if you are a person who paid LU tuition or fees in the Spring 2020 Semester (including in connection with any school terms or courses offered in the Spring 2020) for educational services that, absent the COVID-19 pandemic, would have been provided in-person, and whose tuition and fees have not been refunded. Those included in the Settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund, which will be based on the total out-of-pocket amount of tuition and fees you paid for the Spring 2020 Semester.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will receive a <i>pro rata</i> share of the Settlement benefits – based on the total out-of-pocket tuition and fees you paid for the Spring 2020 Semester – and will give up your rights to sue the Defendant about the claims in this case.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT</b>	Write to the Court explaining why you don’t like the Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlement.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

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## BASIC INFORMATION

### **1. Why was this Notice issued?**

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Ronnie L. White, of the U.S. District Court for the Eastern District of Missouri, is overseeing this case. The case is called *Martin v. Lindenwood University*, Case No. 4:20-cv-01128-RLW. The person who sued is called the Plaintiff. The Defendant is Lindenwood University.

### **2. What is a class action?**

In a class action, one or more people called class representatives (in this case, Dylan Martin) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

### **3. What is this lawsuit about?**

This lawsuit claims that Defendant breached its contract with its students to provide in-person educational services for the Spring 2020 Semester by transitioning to remote learning in March 2020 without issuing partial tuition and fee refunds. The Defendant denies it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

## WHO’S INCLUDED IN THE SETTLEMENT?

### **5. How do I know if I am in the Settlement Class?**

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All people who paid Defendant tuition or fees in the Spring 2020 Semester (including in connection with any school terms or courses offered in the Spring 2020) for educational services that, absent the COVID-19 pandemic, would have been provided in-person, and whose tuition and fees have not been refunded.

## THE SETTLEMENT BENEFITS

### **6. What does the Settlement provide?**

**Monetary Relief:** A Settlement Fund has been created totaling \$1,650,000.00. Class Member payments, and the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees (inclusive of litigation costs), and an award to the Class Representative will also come out of this fund (*see* Question 12).

A detailed description of the settlement benefits can be found in the Settlement Agreement, a copy of which is accessible on the Settlement Website by clicking [here](#).

### **7. How much will my payment be?**

The amount of this payment will depend on how many requests for exclusion are submitted. Each Class Member who does not opt out of participating in the settlement will receive a proportionate share of the Settlement Fund, which will be based on the total out-of-pocket amount of tuition and fees the Class Member paid for the Spring 2020 Semester. You can contact Class Counsel at (646) 837-7150 to inquire as to the number of requests for exclusion that have been received to date.

### **8. When will I get my payment?**

The hearing to consider the fairness of the settlement is scheduled for **May 11, 2022**. If the Court approves the settlement, eligible Class Members will receive their payment 60 days after the Settlement has been finally approved and/or after any appeals process is complete. The payment will be made via a credit to all current student accounts or, for inactive students, either in the form of reducing an unpaid balance on the inactive student's account, or via a check. All checks will expire and become void 180 days after they are issued.

## HOW TO GET BENEFITS

### **9. How do I get a payment?**

If you are a Class Member and you want to get a payment, do nothing and you will automatically receive a *pro rata* share of the Settlement Fund, which will be based on the total out-of-pocket amount of tuition and fees you paid for the Spring 2020 Semester. Your payment will be either automatically applied to your account or will come by check to the residential address on file with LU. You may opt to receive your payment by Venmo or PayPal by clicking [here](#) and choosing "File an Election." If you have changed addresses or are planning to change addresses prior to July 10, 2022, please click [here](#) to complete and submit a change of address form on the Settlement Website.

## REMAINING IN THE SETTLEMENT

### **10. What am I giving up if I stay in the Class?**

If the Settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Section 1.24 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “Important Documents” page on the website [here](#).

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

## THE LAWYERS REPRESENTING YOU

### **11. Do I have a lawyer in the case?**

The Court has appointed Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

### **12. How will the lawyers be paid?**

The Defendant has agreed that Class Counsel’s attorneys’ fees and costs may be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than one-third of the Settlement Fund, inclusive of reimbursement of their costs and expenses; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, Defendant has agreed that the Class Representative may be paid a service award of \$5,000 from the Settlement Fund for her services in helping to bring and resolve this case.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### **13. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must submit a request for exclusion by 11:59 p.m. EST on **March 21, 2022**. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible [here](#) by clicking on “Request to be Excluded”) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Martin v. Lindenwood University*, Case No. 4:20-cv-01128-RLW settlement.

Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than **March 21, 2022**, to the following address:

Lindenwood University Settlement  
c/o JND Legal Administration  
PO Box 91349  
Seattle, WA 98111

**14. If I don't exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

**15. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, you will not receive any payment from the Settlement Fund.

**16. What information is needed from me to participate in the Settlement?**

None. LU has provided to Class Counsel a list of the Class Members and their contact information. Also, the Court has issued an order permitting LU, under the Family Educational Rights and Privacy Act ("FERPA"), to disclose to the settlement administrator and Class Counsel, the Spring 2020 Semester out-of-pocket amount for each Class Member. LU will release that information no later than five (5) days after March 21, 2022. On or before March 21, 2022, you as a Class Member have the option to request that the Court quash its order requiring such disclosure as to your information.

**OBJECTING TO THE SETTLEMENT**

**17. How do I object to the Settlement?**

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Martin v. Lindenwood University*, Case No. 4:20-cv-01128-RLW and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Questions? Call (877) 389-2182 toll-free, or visit [www.LindenwoodUniversitySettlement.com](http://www.LindenwoodUniversitySettlement.com)

Class Counsel will file with the Court and post on this website its request for attorneys' fees by March 7, 2022.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Defendant's Counsel, at the addresses below, postmarked no later than **March 21, 2022**.

<b>Court</b>	<b>Class Counsel</b>	<b>Defendant's Counsel</b>
The Honorable Ronnie L. White United States District Court for the Eastern District of Missouri 111 South 10th Street St. Louis, MO 63102	Joseph I. Marchese Bursor & Fisher P.A. 888 Seventh Avenue New York, NY 10019	Kyle Seelbach Husch Blackwell LLP 190 Carondelet Plaza, Suite 600 St. Louis, MO 63105

**18. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

**19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at **1:30 p.m. on May 11, 2022** at United States District Court for the Eastern District of Missouri, 111 South 10th Street, St. Louis, MO 63102. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at [www.LindenwoodUniversitySettlement.com](http://www.LindenwoodUniversitySettlement.com) or calling (877) 389-2182. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.



**20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

**21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Martin v. Lindenwood University*, Case No. 4:20-cv-01128-RLW." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **March 21, 2022** and be sent to the addresses listed in Question 16.

**GETTING MORE INFORMATION**

**22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.LindenwoodUniversitySettlement.com](http://www.LindenwoodUniversitySettlement.com). You may also write with questions to Lindenwood University Settlement, c/o JND Legal Administration, P.O. Box 91349, Seattle, WA 98111. You can call the Settlement Administrator at (877) 389-2182 or Class Counsel at (646) 837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.