

# EXHIBIT A

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT  
CASE TYPE: CONTRACT

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Steven Staubus, individually and on  
behalf of all others similarly situated,Court File No. 27-CV-20-8546  
Judge Laurie J. Miller

Plaintiff,

v.

Regents of the University of Minnesota,

Defendant,

Patrick Hyatte, on behalf of himself and  
other individuals similarly situated,

Plaintiff,

**CLASS ACTION SETTLEMENT  
AGREEMENT**

v.

The University of Minnesota and the  
Board of Regents of the University of  
Minnesota,

Defendants.

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**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement," "Settlement," or "Settlement Agreement") is entered into by and between Plaintiffs, Steven Staubus and Patrick Hyatte ("Plaintiffs"), individually and on behalf of approximately 54,526 Class Members, and Defendant Regents of the University of Minnesota (identified in one Complaint as "The University of Minnesota and The Board of Regents of the University of Minnesota" ("Defendant" or "University") in the above-captioned consolidated case.

## I. FACTUAL BACKGROUND AND RECITALS

1. On June 17, 2020, Plaintiff Staubus filed a Class Action Complaint (“Complaint”) in the District Court, Fourth Judicial District, County of Hennepin, Case No. 27-CV-20-8546, against the University alleging claims for breach of contract, unjust enrichment, and conversion arising from the University’s retention of certain Mandatory Fee<sup>1</sup> payments made by students for the Spring 2020 semester, after the University’s pivot to online instruction to protect the health and well-being of the University community following the onset of the COVID-19 pandemic (“*Staubus Matter*”).

2. In response to Plaintiff Staubus’ Complaint, on November 23, 2020, the University filed a motion to dismiss, or in the alternative for summary judgment. On April 26, 2021, after full briefing, oral argument, and supplemental briefing, the Court granted in part, and denied in part, the University’s motion, dismissing the conversion claim but otherwise denying the motion.

3. On December 1, 2020, Plaintiff Hyatte filed a similar action in the District Court, Fourth Judicial District, County of Hennepin, Case No. Case No. 27-CV-15837, against the University seeking tuition and Mandatory Fee reimbursement on behalf of students for the Spring 2020 semester, after the University’s pivot to online instruction to protect the health and well-being of the University community following the onset of the COVID-19 pandemic (“*Hyatte Matter*”).

4. In response to Plaintiff Hyatte’s Complaint, on February 8, 2021, the University filed a motion to dismiss, which was granted in part and denied in part on August 2, 2021. The Court dismissed Hyatte’s claims for tuition refunds, but denied the University’s motion with respect to Hyatte’s claims for Mandatory Fee refunds.

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<sup>1</sup> Unless otherwise noted, capitalized terms are defined below.

5. On August 12, 2021, and by agreement of each Plaintiff's respective counsel, the *Hyatte* Matter was consolidated with the *Staubus* Matter in Case No. 27-CV-20-8546.

6. Beginning in approximately May 2021, the Parties engaged in substantial fact discovery, including the exchange of interrogatories, document requests, the depositions of Plaintiffs, as well as the depositions of nine of the University's witnesses.

7. On May 13, 2022, Plaintiffs filed a motion for class certification.

8. On June 29, 2022, the University filed a motion for summary judgment.

9. On July 20, 2022, the Parties participated in a full-day private mediation session with Robert R. Reinhart of Reinhart Mediation, LLC, which was unsuccessful.

10. On November 9, 2022, the Court granted Plaintiffs' motion for class certification, after full briefing, oral argument, and supplemental authority submissions. The Court certified the following class of students:

All individuals who were charged Mandatory Fees by the University of Minnesota for the 2020 spring semester.

11. On December 1, 2022, the Court granted in part, and denied in part, the University's motion for summary judgment, after full briefing, oral argument, and supplemental briefing. The Court granted summary judgment on Hyatte's claims for refunds of course fees, but denied the motion in all other respects.

12. On February 10, 2023, a notice of class action was issued to 54,652 total members of the certified class. Only 126 individuals submitted timely, valid exclusion requests. Accordingly, this case now includes Plaintiffs and all Class Members who did not timely submit valid exclusion requests.

13. Trial was set to begin on June 5, 2023.

14. In March 2023, counsel for the Parties re-engaged in settlement discussions via telephone and email. Over the course of the following two months, and amidst substantial trial preparations, the Parties continued to negotiate a resolution of this matter, and on May 17, 2023, were able to reach an agreement in principle.

15. Following arm's-length negotiations, the Parties have negotiated a class-wide settlement on behalf of Plaintiffs and Class Members in which the Parties agree to resolve all claims relating to the University's alleged failure to refund additional amounts of Mandatory Fee payments made by students for the Spring 2020 semester.

16. The Parties have agreed to settle the Action on the terms and conditions set forth herein in recognition that the outcome of the Action is uncertain and that achieving a final result through trial would require substantial additional risk, discovery, time, and expense.

17. The University has denied and continues to deny all allegations of wrongdoing or liability in the Action. Despite the University's belief that it is not liable for and has meritorious defenses to the claims alleged in the Action, the University desires to settle the Action and thus avoid the expense, risk, exposure, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally resolved pursuant to this Settlement Agreement. Neither this Settlement Agreement, nor any settlement negotiations or discussion thereof, is or may be deemed to be or may be used as an admission of or evidence of any wrongdoing or liability.

18. Following arm's-length negotiations, including at an in-person mediation session, the Parties now enter into this Settlement Agreement, subject to judicial approval. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Action and have concluded that a settlement according to the terms set forth herein is fair, reasonable, and



adequate, and beneficial to and in the best interests of Plaintiffs and Class Members, recognizing: (a) the existence of complex and contested issues of law and fact; (b) the risks inherent in litigation; (c) the likelihood that future proceedings will be unduly protracted and expensive if not settled by voluntary agreement; (d) the magnitude of the benefits derived from the contemplated Settlement in light of both the maximum potential and likely range of recovery to be obtained through trial, any appeals, and the expense thereof, including the potential for no recovery whatsoever; and (e) Plaintiffs' and Class Counsel's determination that the Settlement is fair, reasonable, adequate, and will substantially benefit the Class Members.

19. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be settled and compromised, and that the Releasing Parties fully, finally, and forever release the Released Parties of the Released Claims, without costs as to the University, the Released Parties, Plaintiffs, Class Members, or Class Counsel, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the terms and conditions set forth below.

## II. DEFINITIONS

The following terms, as used in this Agreement, have the following meanings:

1. “**Action**” shall mean the consolidated class action lawsuit pending in the District Court, Fourth Judicial District, County of Hennepin, captioned *Staubus et al. v. The University of Minnesota, et al.*, Case No. 27-CV-20-8546.

2. “**Administrative Expenses**” shall mean expenses associated with the forthcoming issuance and administration of the Notice of Class Action Settlement by the Settlement

Administrator, including but not limited to all reasonable costs in providing notice issuance, communicating with Class Members, disbursing payments to Class Members, and tax reporting.

In addition to payment of the Settlement Fund, the University has agreed to separately pay, via wire or check, Administrative Expenses. In no event will Administrative Expenses exceed \$115,000.00.

3. **“Class,”** or **“Settlement Class,”** and **“Class Member”** or **“Settlement Class Member”** shall mean, respectively, the class as defined in Section III of this Agreement, and each member of such class who has not timely and validly elected to be excluded from the Action, and who does not elect to be excluded from the Settlement Agreement, and includes, but is not limited to, Plaintiffs.

4. **“Class Counsel”** shall mean Stephan Zouras, LLP; Nichols Kaster, PLLP; Pearson, Simon & Warshaw, LLP; Leeds Brown Law, P.C.; and The Sultz Law Group, appointed as such by the Court on August 12, 2021, and November 9, 2022.

5. **“Court”** shall mean the District Court, Fourth Judicial District, County of Hennepin, and the Honorable Judge Laurie J. Miller or any judge presiding over the Action in her stead.

6. **“Defendant”** or **“the University”** shall mean Regents of the University of Minnesota.<sup>2</sup>

7. **“Defendant’s Counsel”** shall mean the University of Minnesota’s Office of the General Counsel and Faegre Drinker Biddle & Reath LLP.

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<sup>2</sup>“Regents of the University of Minnesota” is the proper legal name of the University and is the “body corporate” with the right to sue and be sued. Any reference in the caption to “University of Minnesota” and “The Board of Regents of the University of Minnesota” should be interpreted in this Agreement as referring to the Regents of the University of Minnesota.

8. **“Effective Date”** shall mean the date when the Settlement Agreement becomes Final. If there are no objectors, then the Effective Date shall mean when the Court enters the Final Approval Order.

9. **“Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Defendant at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be placed into accounts and/or certificates of deposit with maturities of forty-five (45) calendar days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.

10. **“Fee and Expense Petition”** shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees and costs, as well as Administrative Expenses, and Service Awards to each Plaintiff.

11. **“Fee Award”** means the attorneys’ fees and reimbursement of costs awarded by the Court.

12. **“Final”** shall mean when the Final Approval Order has been entered on the docket, but if a timely objection is submitted, Final shall mean three business days following the date that the disposition of the last such objection becomes a final and non-appealable order.

13. **“Final Approval Hearing”** means the hearing before the Court at which Plaintiffs will request a final judgment to be entered by the Court approving the Settlement Agreement and approving the Fee Award, Administrative Expenses, and Service Awards to Plaintiffs.



14. **“Final Approval Order”** or **“Final Approval”** shall mean an order entered by the Court giving final approval of the Agreement. The Final Approval Order is further described in Section VI.

15. **“Mandatory Fees”** shall mean all required fees charged by the University to Class Members for the Spring 2020 semester, including but not necessarily limited to the: Student Services Fee; Campus/Collegiate Fees; Minnesota Student Association Fee and any other fees charged for student government (including any student government associations representing undergraduate, graduate, and professional students); Capital Enhancement Fee; and Stadium Fee.

16. **“Notice”** or **“Notice of Class Action Settlement”** means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and Exhibit 1 and is consistent with the requirements of due process.

17. **“Notice Issuance Date”** means the date by which the Notice is disseminated to Class Members, which shall be a date no later than 14 calendar days after entry of the Preliminary Approval Order.

18. **“Objection/Exclusion Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Class must be postmarked or filed with the Court, which shall be designated as a date approximately 45 days after the Notice Issuance Date, or such other date as ordered by the Court.

19. **“Parties”** shall mean Plaintiffs and the University, collectively.

20. **“Plaintiffs”** or **“Class Representatives”** shall mean Plaintiffs Steven Staubus and Patrick Hyatte, appointed as Class Representatives by the Court on November 9, 2022.

21. **“Preliminary Approval Order”** or **“Preliminary Approval”** shall mean the Court’s order preliminarily approving the Agreement, approving the form and manner of the

Notice, and scheduling a Final Approval Hearing. The Preliminary Approval Order is further described in Section VI.

22. **“Released Claims”** shall mean any and all actual potential, filed, unfilled, known or unknown claims, suits, actions, controversies, demands (whether general, special, punitive, or multiple), and/or causes of action of every nature and description whatsoever, for any relief whatsoever, including monetary, injunctive, or declaratory relief, or for reimbursement of attorneys’ fees, costs, or expenses, whether direct or indirect, whether based on state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the University’s actions or decisions with respect to Mandatory Fees for the Spring 2020 semester, including but not limited to all claims that were brought or could have been brought in the Action relating to any and all Releasing Parties.

23. **“Released Parties”** shall mean Regents of the University of Minnesota, as well as any of their auditors, principals, members, Board members, managers, employees, agents, directors, officers, accountants, and attorneys.

24. **“Releasing Parties”** shall mean Plaintiffs and Class Members, and each of their present or past heirs, executors, estates, administrators, assigns, agents, consultants, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

25. **“Service Awards”** shall have the meaning ascribed to it as set forth in Section X of this Agreement.

26. “**Settlement Administrator**” means, subject to Court approval, Analytics Consulting, LLC the entity selected by Class Counsel and approved by Defendants’ Counsel to administer the Settlement.

27. “**Settlement Fund**” means the amount of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000.00), paid by the University, within 7 calendar days of entry of the Final Approval Order, to the Settlement Administrator who will then disburse the Settlement Fund as provided for herein.

### III. SETTLEMENT CLASS

1. On November 9, 2022, the Court certified the following Class:

All individuals who were charged Mandatory Fees by the University of Minnesota for the 2020 spring semester.

2. On February 10, 2023, the notice of class action was issued via mail and e-mail to 54,652 total members of the certified class. One hundred twenty-six (126) individuals submitted exclusion requests. Accordingly, there are approximately 54,526 total members of the Settlement Class.

3. Excluded from the Settlement Class are: (1) the Court and members of their families; (2) the University and Released Parties; (3) persons who properly execute and file a timely and valid request for exclusion from the Settlement; and (4) the legal representatives, successors or assigns of any such excluded persons.

### IV. RELEASE

1. Class Representatives’ General Release. Upon the Effective Date, and in consideration of the settlement relief described herein, the Class Representatives shall each be deemed to have released, and by operation of the final judgment shall have, fully, finally, and forever, released, relinquished and discharged the Released Parties from any and all claims

including all actual, potential, filed, unfiled, 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 of any kind whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, from the beginning of time to the date this Agreement is executed, including but not limited to all claims which were made or which could have been made by the Class Representatives in this Action.

2. Class Members' Release. Upon the Effective Date, and in consideration of the settlement relief described herein, Class Members (who are Releasing Parties), and each of them shall be deemed to have released and by operation of the Final Judgment shall have fully, finally, and forever released, relinquished, and discharged the Released Parties from all Released Claims, as defined in §II ¶22, above.

3. Covenant Not To Sue. The Class Representatives agree and covenant not to sue any of the Released Parties with respect to the Released Claims, or otherwise to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

#### **V. ESTABLISHMENT OF SETTLEMENT FUND**

1. Within 7 calendar days of entry of the Final Approval Order, the University shall fund the Settlement and transfer to the Settlement Administrator, the total sum of \$3,250,000.00 for the Settlement Administrator to create a Settlement Fund. Provided that Final Approval of this Agreement is granted by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy all claims for Class Members in exchange for the comprehensive releases and the covenants set forth in this Agreement.



2. The funds provided by Defendant will be maintained by an escrow agent as a court approved qualified settlement fund pursuant to Section 1.468B-1, *et seq.*, of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be controlled by the Settlement Administrator.

3. Plaintiffs shall have no financial responsibility for any Administrative Expenses paid in the event that the Settlement Agreement is not finally approved.

4. The Settlement Fund shall be used to pay (i) Class Members' claims; (ii) a Service Award to each Class Representative; and (iii) the Fee Award.

5. The University has agreed to pay, in addition to payment of the Settlement Fund, all reasonable Administrative Expenses that will be incurred relative to administering the Notice of Class Action Settlement and settlement payments. In no event will Administrative Expenses exceed \$115,000.00. Unless otherwise agreed to by and between Defendant and the Settlement Administrator, the University will pay Administrative Expenses via check or wire within 30 days of receipt of invoice from Analytics.

6. Except as set forth in §II ¶2 and §V ¶5 herein, the Settlement Fund represents the total extent of the University's monetary obligations under the Settlement Agreement. The University's contributions to the Settlement Fund shall be fixed under this section and final. The University and the Released Parties shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund except as stated herein regarding the University's separate payment of Settlement Administration Expenses.

## VI. PRELIMINARY AND FINAL APPROVAL PROCEDURES

1. Motion for Preliminary Approval. Promptly after execution of this Settlement Agreement, Class Counsel shall file, and Defendant will not oppose, a motion for Preliminary Approval, submitting this Settlement Agreement and seeking entry of an order:

- a. Affirming appointment of Steven Staubus and Patrick Hyatte as Class Representatives;
- b. Affirming appointment of Stephan Zouras, LLP; Nichols Kaster, PLLP; Pearson, Simon & Warshaw, LLP; Leeds Brown Law, P.C.; and The Sultz Law Group as Class Counsel;
- c. Preliminarily approving this Settlement Agreement as fair, adequate, and reasonable and within the reasonable range of possible final approval for purposes of disseminating the Notice of Class Action Settlement to the Class Members;
- d. Approving the form and contents of the Notice of Class Action Settlement and the method of its dissemination to Class Members and finding that the notice program satisfies due process and Rule 23 of the Minnesota Rules of Civil Procedure; and
- e. Scheduling a Final Approval Hearing to review any timely and valid objections regarding this Settlement Agreement; to consider its fairness, reasonableness and adequacy; to consider Plaintiffs' Fee and Expense Petition, including the Service Awards to the Class Representatives; and to consider whether the Court shall issue a Final Judgment approving this Settlement Agreement and dismissing the Action with prejudice, but retaining jurisdiction for the purpose of enforcing the terms of the Settlement Agreement.

2. At the Preliminary Approval Hearing, the Parties will also request that the Court schedule a Final Approval Hearing approximately 90 days after entry of the Preliminary Approval Order.

3. Motion for Final Approval. After the Notice of Class Action Settlement process is completed, and in no event later than 7 days before the Final Approval Hearing, Class Counsel shall file, and Defendant will not oppose, a motion for Final Approval, seeking entry of the Final

Approval Order and Final Judgment, which shall include, among other provisions, a request that the Court:

- a. Find it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement, including all attached exhibits;
- b. Approve the Settlement as fair, reasonable and adequate as to, and in the best interests of the Settlement Class Members; and direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions;
- c. Find that the Notice implemented pursuant to the Settlement Agreement is reasonable and (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the proposed Settlement Agreement and their rights to object to or exclude themselves from it; (3) constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (4) fulfills the requirements of due process and Minn. R. Civ. P. 23;
- d. Find that the Class Representatives and Class Counsel adequately represented the Settlement Class Members for purposes of entering into and implementing the Settlement Agreement;
- e. Dismiss the Action with prejudice but retaining jurisdiction for enforcement of the Settlement Agreement, without fees or costs to any Party except as provided herein;
- f. Incorporate the release set forth above (§IV), make that release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;
- g. Permanently bar and enjoin all Settlement Class Members who have not properly excluded themselves from the Settlement from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims; and,
- h. Incorporate any other provisions, consistent with the material terms of this Settlement Agreement, as the Court deems necessary and just.

4. At the Final Approval Hearing, Plaintiffs will request that the Court: consider any properly filed objections; determine whether the Settlement Agreement is fair, reasonable, and

adequate, was entered into in good faith and without collusion, and should be approved; award Service Awards to the Class Representatives; award the Fee Award to Class Counsel; and enter the Final Approval Order. Defendant agrees not to oppose all such requests.

5. This Settlement Agreement shall be subject to approval of the Court. As set forth in this Agreement, the Parties shall have the right to withdraw from the Settlement Agreement if the Court does not approve any material aspects of the Agreement.

## **VII. ADMINISTRATION OF SETTLEMENT NOTICE**

### **1. Type of Notice Required**

- a. The Notice, which shall be substantially in the form of Exhibit 1, shall be used for the purpose of informing Settlement Class Members, before the Final Approval Hearing, that there is a pending Settlement, and to further inform them how they may: (i) understand their rights regarding the Settlement; (ii) request exclusion from the Settlement Class and the proposed Settlement, if desired; (iii) object to any aspect of the proposed Settlement, if desired; and (iv) participate in the Final Approval Hearing, if desired.
- b. The Notice shall make clear the binding effect of the Settlement on all persons who do not timely and validly request exclusion from the Settlement Class.
- c. Dissemination of the Notice shall be the responsibility of the Settlement Administrator.

2. Notice Issuance. Within 14 days of entry of the Preliminary Approval Order, Notice shall be sent as follows: (i) via email to the most recent email address as reflected in the University's reasonably available computerized account records previously provided to the Settlement Administrator, to all persons in the Settlement Class for whom such records exist; or (ii) where a valid email address is not in the University's account records or the previous email Notice is undeliverable, as determined by the Claims Administrator, via U.S. Mail. For all U.S. Mail mailings returned as undeliverable, the Settlement Administrator shall perform a reverse



look-up to find updated addresses and will cause the mailing to be re-mailed to those members of the Settlement Class. If the mailing is returned again, the Settlement Administrator shall request the last known phone number for the respective individual(s) from the University through Defendant's Counsel. After receiving said information, the Settlement Administrator will call those members in a last attempt to locate them.

3. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices. The Settlement Administrator shall also provide notice administration reports on a bi-weekly basis to the Parties' counsel concerning the number of exclusions, objections, undeliverable mailings, re-mailings, and inclusion requests.

4. Receipt of Requests for Exclusion from Settlement. The Settlement Administrator shall be responsible for receiving and processing requests for exclusion and shall provide to Class Counsel and Defendant's Counsel a copy thereof within five (5) days of receipt. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the deadline for the submission of requests for exclusion, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

#### **VIII. EXCLUSION AND OBJECTION PROCEDURES**

1. As set forth in §II ¶18, Settlement Class Members will have up to and including 45 days following the Notice Issuance Date to object to or exclude themselves from the Settlement in accordance with this section. If the Settlement Agreement is finally approved by the Court, all Settlement Class Members who have not opted out by the end of the Objection/Exclusion Deadline will be bound by the Agreement and the Court's judgment and will be deemed a Releasing Party

as defined herein, and the relief provided by the Agreement will be their sole and exclusive remedy for the claims alleged in the Action.

2. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked on or before the Objection/Exclusion Deadline.
- b. To exercise the right to be excluded, a Settlement Class member must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the case name and number of this case; a statement that s/he wishes to be excluded from the Settlement Class; and a signature. An exclusion request that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be bound as Settlement Class Members by the Agreement, if approved.
- c. Any member of the Settlement Class who timely and validly elects to be excluded shall not: (i) be bound by any order, the Final Approval, or final judgment; (ii) be entitled to relief under this Settlement Agreement; or (iii) gain any rights by virtue of this Settlement Agreement.
- d. A Settlement Class Member who requests to be excluded from the Settlement Class cannot also object to the Settlement Agreement.
- e. The exclusion request must be personally signed by the person requesting exclusion. "Mass" or "class" exclusion requests shall not be allowed. Neither the Parties nor any of their counsel will solicit any Class Members to exclude themselves from the Settlement Class.

3. Within five (5) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a list reflecting all timely and valid exclusions from the Settlement Class.

4. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court with the motion for Final Approval.

5. Objection Process

- a. Any Settlement Class Member who intends to object to this Settlement Agreement must include in any such objection: (i) his/her name, address, and telephone number; (ii) the case name and number of this Action; (iii) the class year and campus for Spring 2020 semester; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections s/he has filed, or has had filed on his/her behalf, in any other class action cases in the last five years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name, address, and telephone number of his/her counsel.
- b. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, s/he must state so in the written objection and must also identify any witnesses s/he may seek to call to testify at the Final Approval Hearing as well as all exhibits s/he intends to seek to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.
- c. Any objection to this Settlement Agreement, and any papers submitted in support of said objection, may be considered by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline, the objector files notice of intent to do so, and at the same time: (i) files copies of objection papers s/he proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) sends copies of such papers via U.S. Mail, hand delivery, or overnight delivery to both Class Counsel and the Defendants' Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections.
- d. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement, shall not be permitted to object at the Final Approval Hearing and shall be foreclosed from seeking any review of the Agreement or its terms by appeal or other means.

#### **IX. ALLOCATION OF SETTLEMENT PAYMENTS**

1. The Settlement Fund shall be allocated on a *pro rata* basis to each Settlement Class Member, including each Class Representative, less a Fee Award to Class Counsel and Service Awards to each Class Representative.
2. Settlement Class Members shall receive their share of the Settlement Fund without having to submit a claim form or otherwise "opt in" to the Settlement Class.

3. Within 21 calendar days after the Effective Date, the Settlement Administrator shall send a check by first class U.S. mail to each Class Member, including Plaintiffs, equal to each Settlement Class Member's *pro rata* share of the Settlement Fund, less the Fee Award to Class Counsel and the Service Awards to each Class Representative.

4. Within 14 days after the Effective Date, the Settlement Administrator shall send to each Class Representative a Service Award, as approved by the Court, by check in the amount of \$10,000.00. This amount will be paid to Class Representatives as 1099 income and Class Representatives are liable for any tax consequences relating to this payment.

5. The Settlement Administrator shall notify the Parties that all payments have been made within five (5) business days of the last such payment. The Settlement Administrator will provide Counsel for the Parties with monthly check cashing reports.

6. Checks to the Settlement Class Members shall remain valid and negotiable for 120 days from the date of their issuance and may thereafter automatically be cancelled if not cashed within that time. The Settlement Administrator will include language on all settlement checks stating that such checks are void 120 days following the date such check was originally issued.

7. Within 75 days of issuance of settlement checks, the Settlement Administrator shall attempt to confirm or obtain valid mailing addresses and send a reminder email, if available, or if a valid email address is unavailable, a reminder post-card to those who have not cashed/negotiated their settlement checks.

8. At the conclusion of the 120-day period, the Settlement Administrator shall provide a report of the number of any settlement checks that are not then cashed/negotiated to Counsel for the Parties.



9. If at the conclusion of the 120-day period, the total amount of uncashed settlement checks is:

- a. less than \$300,000.00, such uncashed funds will be distributed to the University of Minnesota Foundation or other *cypres* recipient(s), mutually agreed upon by the Parties and approved by the Court, within ten (10) business days of the 120-day period; or,
- b. \$300,000.00 or more, the Settlement Administrator will issue a second distribution to Settlement Class Members who successfully cashed or claimed their initial settlement payment. The second distribution payments will remain valid and negotiable for 90 days. Any uncashed amounts from the second distribution will be distributed to the University of Minnesota Foundation or other *cypres* recipient(s), mutually agreed upon by the Parties and approved by the Court, within ten (10) business days after the expiration of the 90-day re-distribution period.

10. The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable to Settlement Class Members required pursuant to any federal, state, or local tax law or regulation hereunder. The Settlement Administrator shall also be responsible for filing and sending Form 1099 to any applicable recipient of money from the Settlement Fund.

11. Plaintiffs and all other Settlement Class Members will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement.

#### **X. FEE AWARD AND SERVICE AWARDS**

1. Fee and Expense Petition. No later than seven (7) days prior to the date of the Final Approval Hearing, Class Counsel will move the Court for an award of attorneys' fees not to exceed 33.3% of the Settlement Fund, or \$1,083,333.33, plus out-of-pocket costs not to exceed \$55,000.00. The University agrees it will not oppose such requests.

2. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any Fee Award made by the Court, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

3. Class Representatives' Service Awards. Plaintiffs' Fee and Expense Petition shall also move the Court for a Service Award for each of the Class Representatives, in an amount not to exceed Ten Thousand Dollars (\$10,00.00) each (or \$20,000.00 total). The University agrees it will not oppose this request. The Service Award shall be paid solely from the Settlement Fund.

4. Within five (5) business days after the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the attorneys' fees and costs awarded by the Court in the Fee Award. Any payment of attorneys' fees and costs shall be paid via electronic wire transfer to an account designated by Class Counsel. Class Counsel shall provide the Settlement Administrator with its completed W-9 before the payment of attorneys' fees and costs is due.

5. In no event will Defendant's liability for payments to Class Members, the Fee Award, and/or Service Awards exceed \$3,250,000.00. Except as set forth in §II ¶2, Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or costs to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class.

6. The Settlement Administrator shall handle all tax reporting with respect to payments it made pursuant to the Fee Award and the Service Awards and shall report the payments in accordance with applicable law.

#### **XI. TERMINATION OF THE SETTLEMENT**

1. The Settlement is conditioned upon Preliminary Approval and Final Approval of the Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments, or modifications are agreed to in writing between the Parties).

2. All exhibits attached hereto are incorporated into this Settlement Agreement.

3. Any Party may elect to terminate and cancel this Settlement Agreement within ten (10) business days of any of the following events:

- a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;
- b. The Court denies Preliminary Approval of this Agreement, even after renegotiation attempt(s);
- c. The Court denies Final Approval of this Agreement in any material respect; or,
- d. The Court refuses to enter a Final Judgment in this Action that in any material respect differs from the terms of this Settlement Agreement.

4. In the event the Settlement Agreement is not approved or does not become Final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no Settlement had been negotiated or entered into. The Parties will work together in good faith to establish a new schedule for the Action, and the Settlement Fund, less any Administrative Expenses accrued to date, shall be returned to Defendant within thirty (30) days thereof.

## **XII. MISCELLANEOUS REPRESENTATIONS**

1. The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.

2. The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement, and (b) agree, subject to their fiduciary and other legal obligations, to cooperate in good faith to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Settlement Agreement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain Final Approval of the Settlement Agreement.

3. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by the University, or each or any of them, in bad faith or without a reasonable basis.

4. The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.



5. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

6. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.

7. This Agreement and its exhibits set forth the entire Agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

8. This Agreement may not be amended, modified, altered, or otherwise changed in any material manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

9. The Parties agree that Exhibit 1 to this Settlement Agreement is a material and integral part thereof and is fully incorporated herein by this reference.

10. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

11. Except as otherwise provided herein, each Party shall bear its own costs.

12. Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

13. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

14. The Parties specifically acknowledge, agree, and admit that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders, or other documents shall be considered a compromise within the meaning of Minnesota Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not, except in accordance with Paragraph 16 of this section: (a) constitute, be construed, be offered, or received into evidence as an admission of any kind, including but not limited to any negligent, reckless or illegal action or omission or other wrongdoing, the appropriateness of class certification, the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party; or (b) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

15. Except in accordance with Paragraph 16 of this section, this Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Approval Order.

16. The provisions of this Settlement Agreement, and any orders, pleadings, or other documents entered in furtherance of this Settlement Agreement, may be offered or received in

evidence solely: (a) to enforce the terms and provisions hereof or thereof; (b) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto; (c) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case; (d) in connection with any motion to enjoin, stay, or dismiss any other action; or, (e) to obtain Court approval of the Settlement Agreement.

17. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged shall be deemed an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.

18. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

19. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.

20. This Agreement is deemed to have been prepared by counsel for the Parties as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its exhibits, it shall not be construed more strictly against one Party than another.

21. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Ryan F. Stephan  
Catherine Mitchell

If to the Defendant's Counsel:

Timothy J. Pramas  
Office of General Counsel

Stephan Zouras, LLP  
222 W. Adams Street  
Suite 2020  
Chicago, Illinois 60606  
312.233.1550  
312.233.1560 f  
rstephan@stephanzouras.com  
cmitchell@stephanzouras.com

University of Minnesota  
360 McNamara Alumni Center  
200 Oak Street S.E.  
Minneapolis, Minnesota 55455  
612.626.7812  
pram0001@umn.edu


22. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK




In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**STEVEN STAUBUS**

DocuSigned by:  
  
3CCE771800CF402...  
Steven Staubus, Plaintiff

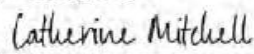
Date: 8/11/2023

**PATRICK HYATTE**

  
Patrick Hyatte, Plaintiff

Date: 08/17/2023

**CLASS COUNSEL**

DocuSigned by:  
  
3ED14B3BAADC4C0

Date: 8/11/2023

Ryan F. Stephan  
Catherine Mitchell  
Stephan Zouras, LLP  
222 W. Adams Street  
Suite 2020  
Chicago, Illinois 60606  
312.233.1550  
312.233.1560 f  
rstephan@stephanzouras.com  
cmitchell@stephanzouras.com

**REGENTS OF THE UNIVERSITY OF MINNESOTA**

Signature

Myron Frans

Senior Vice President for Finance and Operations

Date:

**DEFENDANT'S COUNSEL**

Date:

Timothy J. Pramas  
Senior Assoc. General Counsel  
University of Minnesota Office of the General Counsel  
360 McNamara Alumni Center  
200 Oak Street S.E.  
Minneapolis, MN 55455  
612.626.7812  
pram0001@umn.edu

Peter C. Magnuson  
Faegre Drinker Biddle & Reath LLP  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402  
612.766.7000  
Peter.magnuson@faegredrinker.com

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**STEVEN STAUBUS**

\_\_\_\_\_  
Steven Staubus, Plaintiff

Date: \_\_\_\_\_

**PATRICK HYATTE**

\_\_\_\_\_  
Patrick Hyatte, Plaintiff

Date: \_\_\_\_\_

**CLASS COUNSEL**

\_\_\_\_\_  
Date: \_\_\_\_\_

Ryan F. Stephan  
Catherine Mitchell  
Stephan Zouras, LLP  
222 W. Adams Street  
Suite 2020  
Chicago, Illinois 60606  
312.233.1550  
312.233.1560 f  
rstephan@stephanzouras.com  
cmitchell@stephanzouras.com

**REGENTS OF THE UNIVERSITY OF MINNESOTA**

\_\_\_\_\_  
*Myron Frans*  
Signature

\_\_\_\_\_  
Myron Frans

\_\_\_\_\_  
Senior Vice President for Finance and Operations

Date: 8/16/2023

**DEFENDANT'S COUNSEL**

\_\_\_\_\_  
*Timothy J. Pramas*  
Date: 8/17/23

Timothy J. Pramas #240321  
Senior Assoc. General Counsel  
University of Minnesota Office of the General Counsel  
360 McNamara Alumni Center  
200 Oak Street S.E.  
Minneapolis, MN 55455  
612.626.7812  
pram0001@umn.edu

Peter C. Magnuson  
Faegre Drinker Biddle & Reath LLP  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402  
612.766.7000  
Peter.magnuson@faegredrinker.com

# EXHIBIT A-1

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT  
CASE TYPE: CONTRACT

---

Steven Staubus, individually and on  
behalf of all others similarly situated,

Court File No. 27-CV-20-8546  
Judge Laurie J. Miller

Plaintiff,

v.

Regents of the University of Minnesota,

Defendant.

Patrick Hyatte, on behalf of himself and  
other individuals similarly situated,

Plaintiff,

v.

The University of Minnesota and the  
Board of Regents of the University of  
Minnesota,

Defendants.

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**NOTICE OF CLASS ACTION SETTLEMENT**

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The purpose of this Notice of Class Action Settlement (referred to herein as “Notice”) is to inform you of a settlement (referred to herein as the “Settlement”) in the above-captioned class action lawsuit.

Previously, a notice was sent to you informing you that you are a Class Member (defined below) in the above-captioned class action lawsuit, which seeks recovery of certain fees charged to University of Minnesota students during the Spring 2020 semester for services that were allegedly not provided as a result the University’s pivot to online instruction to prevent the spread of COVID-19 (referred to herein as the “Action”). This Action was brought under Minnesota law against Defendant, identified in the caption both as the University of Minnesota and the Board of Regents of the University of Minnesota (referred to herein as “Defendant” or “University”).

You are receiving this second notice because you may be entitled to a payment from the Settlement. Please read below for more information.



### **1. What is this Notice about and why is it being sent to me?**

This Notice is being sent to you because you are a Class Member in the lawsuit pending against the University. Plaintiffs, Steven Staubus and Patrick Hyatte (referred to herein as “Plaintiffs”), both full-time students, enrolled during the University’s Spring 2020 semester. Plaintiffs brought this lawsuit because they believe that they and other full-time students were not properly refunded by the University for Mandatory Fees (defined below) that were charged by the University in exchange for the receipt of in-person/on-campus services, facilities, resources, and activities from the University that the University allegedly did not provide during part of the Spring 2020 semester, after the University’s pivot to online instruction following the onset of the COVID-19 pandemic. The University denies these claims. The Parties have agreed to settle the matter to avoid further costly, distracting, and time-consuming litigation without any admission or finding of wrongdoing.

Without making any findings as to the merits of this case, the court presiding over the Action (referred to herein as “the Court”) has granted preliminary approval of the Settlement. This Notice is being provided to advise you about the Settlement and how it may affect you. This Notice includes an explanation about (i) the terms of the Settlement; (ii) what to do if you want to exclude yourself from the Settlement, and (iii) your legal rights and release of claims if you do not exclude yourself from the Settlement.

### **2. What are the kinds of claims asserted in the Action?**

Plaintiffs, who are also the Class Representatives, have asserted class action claims against the University under Minnesota law for (i) breach of contract and (ii) unjust enrichment. Plaintiffs assert that the University charged them the full amount of Mandatory Fees in exchange for access to in-person/on-campus services, facilities, resources, and activities during the Spring 2020 semester, but the University failed to provide the access it promised when it encouraged students not to return to campus following the onset of the COVID-19 pandemic and the University’s transition to online instruction. Plaintiffs also assert that despite failing to provide the access promised in exchange for those Mandatory Fee payments, the University failed to provide a full, pro-rata refund (based on the number of days that the promised access was not provided).

The University denies Plaintiffs’ allegations. The University maintains that it complied with the law and honored its commitments to its students, including through continuing to provide services in person and/or remotely after the onset of the COVID-19 pandemic.

### **3. Who is included in the Settlement?**

The **Class** and **Class Members** are defined, respectively, as all persons who were charged Mandatory Fees by the University for the 2020 Spring semester and each such person (so long as s/he did not and does not exclude him/herself from this Action). You will be considered a Class Member unless you timely file (or have already filed) an exclusion request as outlined in this Notice.

**Mandatory Fees** are defined as all required fees charged by the University to full-time students for the Spring 2020 semester, including but not necessarily limited to the: Student Services Fee; Campus/Collegiate Fee; Minnesota Student Association Fee and any other fees

charged for student government (including any student government associations representing undergraduate, graduate, and professional students); Capital Enhancement Fee; and Stadium Fee.

Unless you exclude yourself from the Class (defined above), you are a Class Member even if you are still enrolled at the University, and your participation in the Settlement will not in any way affect: your status as a student; any benefits you receive by virtue of attending the University; or, your academic progress.

**4. Why is there a settlement?**

To resolve this matter without the expense, delay, and uncertainties of litigation, the parties have reached a settlement, which resolves all claims related to the University's alleged failure to properly refund Mandatory Fees. The Settlement requires Defendant to pay money to the Class Members, as well as pay settlement administration expenses, attorneys' fees and costs to class counsel, and service awards to the two Class Representatives, if such payments are approved by the Court.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. If the Court does not give final approval to the Settlement, or if it is terminated by the parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement.

**5. What does the Settlement provide?**

Defendant has agreed to pay \$3,250,000.00 into a Settlement Fund for the Class Members. All Class Members, unless they seek and obtain exclusion, are entitled to receive a payment out of the Settlement Fund. If the Settlement is approved, each Class Member will be entitled to an equal gross amount of approximately \$62.00, less deductions for attorneys' fees and costs, and a service award to each of the two Class Representatives. Defendant has agreed to separately pay administrative expenses in addition to the Settlement Fund.

The Settlement's administrator will issue a check to each Class Member following final approval of the Settlement. All checks issued to Class Members will expire and become void 120 days after they are issued.

Class Counsel, the attorneys who brought this lawsuit (listed below), will ask the Court to award them attorneys' fees of up to 33.3% of the Settlement Fund, or \$1,083,333.33, plus reasonable costs not to exceed \$55,000.00, for the substantial time, expense and effort expended in investigating the facts, litigating the case up to trial, and negotiating the Settlement. The two Class Representatives will also ask the Court to award service payments from the Settlement Fund of up to \$10,000.00 each (or \$20,000.00 total) for their time, effort, and service to the Class in this matter.

**6. What are my options?**

**A. Accept the Settlement**

You may accept the Settlement. **To accept the Settlement, you do not need to do anything.** If you receive this Notice, you are currently considered a Class Member and will continue to be a Class Member unless you exclude yourself from the Settlement. If you do not seek to exclude yourself from the Class, you will be deemed as accepting the Settlement, you will be bound by any judgment entered based upon the Settlement, and you will release claims against the University as discussed below.

**B. Exclude Yourself from the Settlement**

You may exclude yourself from the Settlement. If you choose to do so, you will not receive any settlement payment. You will not be part of the Class and will not release any claims you may have against the University, and you will be free to pursue whatever legal rights you may have at your own risk and expense. To exclude yourself from the Settlement, you must mail your written request for exclusion to the Settlement's administrator:

**Analytics, LLC  
18675 Lake Drive East  
Chanhassen, Minnesota 55317**

The exclusion request must be in writing and include: (i) your name, address, and telephone number; (ii) the name and number of this Action; (iii) a statement that you wish to be excluded from the Class; and (iv) your signature. It must be postmarked by **[EXCLUSION DEADLINE]**. If your request for exclusion is not postmarked by this date or does not contain all of the required information, your request for exclusion will be denied.

**C. Object to the Settlement**

You may object to the Settlement. If you choose to do so, any objection to the proposed Settlement must be in writing and include: (i) your full name, address, and telephone number; (ii) the case name and number of this Action; (iii) an affirmation that you were charged at least one type of Mandatory Fee by the University for the Spring 2020 semester; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last five years; and, (vi) your signature.

Your written objection must be filed with the Court no later than **[OBJECTION DEADLINE]**; the Court's address is Hennepin Co. Govt. Center, 300 South 6th Street, Minneapolis, Minnesota 55487.

You must also send a copy of your written objection to the attorneys for all parties to the Action: (i) Class Counsel (addresses below); (ii) the attorneys representing the University (Timothy J. Pramas, Senior Associate General Counsel, University of Minnesota, 360 McNamara Alumni Center, 200 Oak Street S.E., Minneapolis, MN 55455); and the Settlement's administrator (address above). Your copies of the written objection must be postmarked no later than **[OBJECTION DEADLINE]**.

If you hire an attorney in connection with making an objection, you must include in your written objection the name, address, and telephone number of your attorney. The attorney must

also file with the Court a notice of appearance by the objection deadline, **[OBJECTION DEADLINE]**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf.

You may also appear at the hearing on final approval of the Settlement (referred to herein as the “Final Approval Hearing”), which is to be held **[insert for in-court or Zoom information]**, on your own behalf or through an attorney, to show cause as to why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys’ fees and expenses, and/or the request for service awards to the two Class Representatives are required to include in their written objection: (i) a statement of their intention to appear at the hearing on their own behalf or through counsel; (ii) the identity of any witnesses they intend to call to testify at the Final Approval Hearing; and, (iii) any exhibits they intend to introduce at the Final Approval Hearing.

If you exclude yourself from the Settlement, you cannot file an objection. Class Members who do not timely make their objections in the manner set forth above will be deemed to have waived all objections and will not be heard or have the right to appeal approval of the Settlement.

#### **7. What rights am I giving up in this Settlement?**

Unless you exclude yourself from this Settlement, you will be considered a Class Member, which means you give up your right to file or continue a lawsuit against the University, as well as the Released Parties (as that term is defined in the Settlement Agreement), for legal claims relating to the alleged failure to provide adequate refunds of Mandatory Fees that the University charged for the Spring 2020 semester.

Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available upon request. If you have any questions, you can talk for free to Class Counsel, who is identified below and who have been appointed by the Court to represent the Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

#### **8. When will I receive a payment from the Settlement?**

The parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after that order becomes final, which, absent appeal, should occur within 30 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel whose contact information is provided below.

#### **9. When will the Court rule on the Settlement?**

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement (the Final Approval Hearing) will be held to, among other things, determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider any proper objections to and arguments against the Settlement, as well as the requests for an award of



attorneys' fees and costs, and service awards to the two Class Representatives.

The Court will hold the Final Approval Hearing on **[FINAL APPROVAL DATE / TIME]** of **[insert for in-court or Zoom]**. The Final Approval Hearing may be continued to a future date with notice of such continuance being available only via the Court's docket for this Action.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against the University or its defenses to those claims. Instead, the Settlement's terms will take effect and the Action will be dismissed on the merits with prejudice.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid, and Class Members will receive no benefits from the Settlement. In such circumstances, Plaintiffs, all of the other Class Members, and Defendant will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, and the Plaintiffs and Defendant will continue to litigate the Action.

#### 10. Who represents Class Members?

Class counsel, the attorneys for the Plaintiffs and Class Members, are:

<p>Ryan F. Stephan James B. Zouras Catherine Mitchell <b>Stephan Zouras, LLP</b> 222 Adams Street Suite 2020 Chicago, Illinois 60606 Telephone: (312) 233-1550 Fax: (312) 233-1560 lawyers@stephanzouras.com</p> <p>Melissa S. Weiner <b>Pearson Warshaw, LLP</b> 328 Barry Avenue S. Suite 200 Wayzata, MN 55391 Telephone: (612) 389-0600 Fax: (612) 389-0610 mweiner@pswlaw.com</p>	<p>Matthew H. Morgan Rebekah L. Bailey <b>Nichols Kaster, PLLP</b> 4700 IDS Center 80 South Eighth Street Minneapolis, MN 55402 Telephone: (612) 256-3200 Fax: (612) 389-0610 morgan@nka.com bailey@nka.com</p> <p>Michael A. Tompkins <b>Leeds Brown Law, P.C.</b> One Old Country Road, Suite 347 Carle Place, NY 11514 Telephone: (516) 873-9550</p> <p>Jason Sultzer <b>Sultzer Law Group P.C.</b> 85 Civic Center Plaza, Suite 104 Poughkeepsie, New York 12601 Telephone: (845) 483-7100 sultzerj@thesultzerlawgroup.com</p>
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**11. How can I obtain additional information?**

This Notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement which, along with other documents, can be obtained by contacting Class Counsel. The pleadings and other records of this Action may be examined and copied any time during the regular office hours in the office of the clerk at the following address:

Hennepin County Govt. Center  
300 South 6th Street  
Minneapolis, Minnesota 55487

If you have additional questions or need help understanding this Notice, you may contact Class Counsel by calling (312) 233-1550 or by sending an email to Stephan Zouras, LLP at [lawyers@stephanzouras.com](mailto:lawyers@stephanzouras.com) and referencing *Staubus v. Regents of the University of Minnesota*.

**THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE DISTRICT COURT OF THE STATE OF MINNESOTA. THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF PLAINTIFFS' CLAIMS OR THE DEFENDANT'S DEFENSES.**

**PLEASE DO NOT CALL OR WRITE THE JUDGE ASSIGNED TO THIS MATTER. THE JUDGE CANNOT ANSWER QUESTIONS CONCERNING THIS CASE OR THIS NOTICE.**

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT  
CASE TYPE: CONTRACT

---

Steven Staubus, individually and on  
behalf of all others similarly situated,

Plaintiff,

Court File No. 27-CV-20-8546  
Judge Laurie J. Miller

v.

Regents of the University of Minnesota,

Defendant.

Patrick Hyatte, on behalf of himself and  
other individuals similarly situated,

Plaintiff,

v.

The University of Minnesota and the  
Board of Regents of the University of  
Minnesota,

Defendants.

---

**ELECTION TO BE EXCLUDED FORM**

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By filling out and signing this document, I state the following:

1. I am or believe that I am a member of the Class referred to in the Notice of Class Action Settlement in the above-captioned class action lawsuit.
2. I request to be excluded from the Class, including the Settlement referred to in the Notice of Class Action Settlement.
3. I understand that, by this request, I will not be bound by the Settlement or the release therein, but that I also will not be entitled to a payment pursuant to the Settlement.
4. I also understand that, by this request, I will not be bound by any further judgment

rendered in the above-captioned class action lawsuit, whether favorable or unfavorable to the Class.

5. I make this request on my own, without having consulted with or been promised any benefit by any party or attorney in the above-captioned class action lawsuit.

My name is: \_\_\_\_\_ (*print your name here*)

My address is: \_\_\_\_\_ (*street address*)  
\_\_\_\_\_ (*city, state, zip code*)

This is my telephone number: \_\_\_\_\_ (*telephone number*)

This is my signature: \_\_\_\_\_

I signed this request on: \_\_\_\_\_ (*date*)