

**Staubus v. Regents of the University of Minnesota**  
c/o Analytics Consulting LLC  
P.O. Box 2007  
Chanhassen, MN 55317-2007

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT  
CASE TYPE: CONTRACT

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

Plaintiff,

v.

Regents of the University of Minnesota,

Defendant.

Court File No. 27-CV-20-8546

Judge Laurie J. Miller

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:

**Staubus v. Regents of the University of Minnesota**  
**c/o Analytics Consulting LLC**  
**P.O. Box 2007**  
**Chanhassen, MN 55317-2007**

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 **October 27, 2023**. 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 **October 27, 2023**; 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 **October 27, 2023**.

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, **October 27, 2023**. 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 in a hybrid manner, to allow for attendance either remotely or in-person. It will be held before the Court on **December 1, 2023, at 9:00 a.m.** via Zoom videoconference (Judge Miller's Zoom Courtroom Link: <https://courts-state-mn-us.zoomgov.com/j/1600299708?pwd=Y0dxdndiSVFaQmxKYjB1MG5JQXZNdz09> Meeting ID: 160 029 9708 | Passcode: 665516) and in Courtroom 1357 of the Minnesota Fourth Judicial District, Hennepin County Government Center, 300 South 6th Street, Minneapolis, MN 55487, 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 in a hybrid manner, to allow for attendance either remotely or in-person. It will be held before the Court on **December 1, 2023, at 9:00 a.m.** via Zoom videoconference (Judge Miller's Zoom Courtroom Link: <https://courts-state-mn-us.zoomgov.com/j/1600299708?pwd=Y0dxdndiSVFaQmxKYjB1MG5JQXZNdz09> Meeting ID: 160 029 9708 | Passcode: 665516) and in Courtroom 1357 of the Minnesota Fourth Judicial District, Hennepin County Government Center, 300 South 6th Street, Minneapolis, MN 55487. 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@pwwfirm.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 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.**