

**UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLUMBIA**

HALEY GUSTAVSON, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

THE CATHOLIC UNIVERSITY OF
AMERICA,

Defendant.

Civil Action No. 20-cv-01496-DLF

**ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AGREEMENT, CERTIFYING
SETTLEMENT CLASS, APPOINTING SETTLEMENT CLASS REPRESENTATIVE,
APPOINTING CLASS COUNSEL, AND APPROVING NOTICE**

WHEREAS, a class action is pending before the Court in the instant case; and

WHEREAS, Plaintiff Haley Gustavson and Defendant The Catholic University of America (“Catholic”) (together, the “Parties”) have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Catholic upon the terms and conditions set forth therein (the “Settlement Agreement”), and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the Parties, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

2. Plaintiff has moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice, and the Court having read and considered the Settlement Agreement and having heard the Parties and being fully advised in the premises, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in Paragraph 5 of this Order.

3. This Court finds that it has jurisdiction over the subject matter of the Action and over all Parties to the Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class set forth below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds, for settlement purposes only, that the Settlement Agreement: (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by the Catholic or any other person, nor a finding of the validity of any claims asserted in the Actions or of any wrongdoing or any violation of law.

Final Approval Hearing

5. The Final Approval Hearing shall be held before this Court on January 23, 2025 at 10:00 AM, at the E. Barrett Prettyman United States Courthouse, 333 Constitution Avenue N.W., Washington, D.C., to determine (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered in the Action; (c) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (d) whether to approve the payment of a class representative award to the Settlement Class Representative. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class.

6. Class Counsel shall file papers in support of their Fee Award and Settlement Class Representative's Award (collectively, the "Fee Petition") with the Court on or before December 9, 2024.

7. Papers in support of final approval of the Settlement Agreement and any supplementation to the Fee Petition shall be filed with the Court on or before January 9, 2025.

8. Class Counsel shall serve and file a sworn statement from the Settlement Administrator evidencing compliance with the provisions of the Preliminary Approval concerning the distribution of the Short Form Notice to the Settlement Class on or before January 9, 2025.

Certification of the Settlement Class

9. For purposes of settlement only: (a) Poulin Willey Anastopoulo, LLC is appointed Class Counsel for the Settlement Class; and (b) Haley Gustavson is named Settlement Class Representative. The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiff Gustavson will adequately protect the interests of the Settlement Class defined below.

a. For purposes of settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

- i. [A]ll students enrolled in the Spring 2020 Semester who did not withdraw by March 18, 2020, for whom any amount of tuition and/or fees was paid to Catholic from any source other than a scholarship, grant or tuition remission from Catholic, and whose tuition and/or fees have not been fully refunded by Catholic.
- ii. Excluded from the Settlement Class are (i) any students who received full scholarships, grants or tuition remission from Catholic and thus did not pay any tuition or fees for the Spring 2020 Semester; (ii) the University and its officers, trustees and their family members; (iii) Class Counsel; (iv) the Judge presiding over the Action; and (v) all persons who properly execute and file a timely opt-out request to be excluded from the Settlement Class.

10. The Court finds, subject to the Final Approval Hearing referred to in Paragraph 5, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and for the purposes of settlement only, that the Settlement Class satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, specifically, that: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class; the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; the Class Representatives and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; common questions of law or fact predominate over questions affecting individual members; and a class action is a superior method for fairly and efficiently adjudicating the Actions.

11. If the Settlement Agreement does not receive the Court's final approval, or if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of settlement class certification shall be vacated.

Notice and Administration

12. The Court approves, as to form, content, and distribution, the Notice set forth in the Settlement Agreement, including Exhibits B and C thereto. Notice shall be commenced on or before October 19, 2024 as outlined in Section 4.2 of the Settlement Agreement. The Court finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in the Action. The Parties, by agreement, may revise the Short Form Notice and Long Form Notice in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

13. The Court approves the request for the appointment of Simpluris as Settlement Administrator of the Settlement Agreement.

14. Pursuant to Section 4 of the Settlement Agreement, the Settlement Administrator is directed to publish the Long Form Notice on the Settlement Website and to send direct notice via U.S. Mail and email, in accordance with the Notice called for by the Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website to provide full information about the Settlement.

15. Class counsel shall file proof of the settlement administrator's compliance with the Notice program on or before January 9, 2025.

Requests for Exclusion from Settlement Class

16. Any person falling within the definition of the Settlement Class may, upon valid and timely request, exclude themselves or "opt out" from the Settlement Class pursuant to Section 5 of the Settlement Agreement. Any such person may do so if, on or before the Opt-Out and Objection Date, which the Court orders to be set as 95 days after entry of Preliminary Approval, they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any persons who are so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

17. Any Settlement Class Members who elect to exclude themselves or "opt out" of the Settlement Class must file a written request with the Settlement Administrator, received or postmarked no later than the Opt-Out and Objection Date. The request for exclusion must comply with the exclusion procedures set forth in Section 5.2 of the Settlement Agreement and Notice and include the Settlement Class Member's name, address, telephone number and email address, and the caption of the Action, and a statement requesting exclusion from the Settlement Class. Each request for exclusion must be submitted individually. So-called "mass" or "class" opt-outs shall not be allowed.

18. Individuals who opt out of the Settlement Class relinquish all rights to benefits under the Settlement Agreement and will not release their claims. Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by all

terms of the Settlement Agreement and the Final Judgment, regardless of whether they subsequently requested exclusion from the Settlement Agreement.

Appearances and Objections

19. At least twenty-one (21) calendar days before the Final Approval Hearing, any person who falls within the definition of the Settlement Class and who does not request exclusion from the Settlement Class may enter an appearance in the Actions, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel.

20. Any Settlement Class Members who have not timely filed a request for exclusion from the Settlement Class may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to a Final Judgment being entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys' fees and expense reimbursement sought by Class Counsel in the amounts specified in the Notice, or to the Class Representative Award as set forth in the Notice and Settlement Agreement. At least fourteen (14) days prior to the Opt-Out and Objection Date, the Fee Petition shall be filed with the Court and posted to the settlement website. Settlement Class Members may object on their own or may do so through separate counsel at their own expense.

21. To object, Settlement Class Members must sign and file a written objection no later than on or before the Opt-Out and Objection Date, which the Court orders to be set as 95 days after entry of Preliminary Approval. To be valid, the objection must comply with the objection procedures set forth in the Settlement Agreement and Notice. Specifically, the objection must include: (1) the objector's name, address, email address, and telephone number; (2) a statement confirming that the objector is a Settlement Class Member; (3) a statement that

identifies the substance of all objections, provides whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and provides the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Attorneys”); and (5) a statement indicating whether the objector intends to appear and seek to be heard at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). If a Settlement Class Member or Objecting Attorney has objected to any class action settlement where the objector or the Objecting Attorney asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

22. Settlement Class Members who fail to file and serve timely written objections in compliance with the requirements of Paragraph 21 and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the subjects listed in Paragraph 5, above, *i.e.* (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered in the Action; (c) whether to approve the payment of attorneys’ fees and expenses to Class Counsel; and (d) whether to approve the payment of a Class

Representative Award. Settlement Class Members who file objections are still entitled to receive benefits under the Settlement Agreement and are bound by the Settlement Agreement if the Court approves it.

23. To be valid, objections by persons represented by counsel must be filed electronically on the docket. *Pro se* objectors may mail their objections to the Court, Honorable Dabney L. Friedrich, United States District Court Judge, at the E. Barrett Prettyman United States Courthouse, 333 Constitution Avenue N.W., Washington, D.C., with a copy also sent to Class Counsel Paul J. Doolittle of Poulin Willey Anastopoulo, LLC at 32 Ann Street, Charleston, South Carolina 29403 and Howard Counsel Tracy A. Roman, Crowell & Moring LLP, 1001 Pennsylvania Avenue N.W., Washington, D.C. 20004-2595.

24. Class Counsel shall file the Opt-Out List with an affidavit from the Settlement Administrator attesting to the completeness and accuracy thereof on or before January 2, 2025.

25. Class Counsel and Catholic Counsel may respond to any objection filed by a Settlement Class Member, and must file such a response with the Court by January 16, 2025.

Further Matters

26. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

27. Settlement Class Members shall be bound by all determinations and judgments concerning the Settlement Agreement and Final Approval of same, whether favorable or unfavorable.

28. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement Agreement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

29. Any Settlement Class Member who does not timely and validly request exclusion from the Settlement Class pursuant to Paragraphs 16-18 hereto: (a) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Actions relating thereto, including, without limitation, the Final Judgment, and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (b) shall forever be barred and enjoined from directly or indirectly filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of the Released Claims against Catholic and the other Released Parties, as more fully described in the Settlement Agreement.

30. Pursuant to this Order:

- a. Notice shall be commenced by October 19, 2024 as outlined in Section 4.2 of the Settlement Agreement;

- b. Class Counsel shall serve and file a sworn statement from the Settlement Administrator evidencing compliance with the provisions of the Preliminary Approval concerning the distribution of the Short Form Notice to the Settlement Class on or before January 9, 2025;
- c. Class Counsel shall file the Fee Petition with the Court on or before December 9, 2024;
- d. Objections shall be filed in accordance with Paragraph 21 of this Order on or before December 23, 2024;
- e. Requests for exclusion shall be submitted in accordance with Paragraph 16 of this Order on or before December 23, 2024;
- f. Class Counsel shall file the Opt-Out List with an affidavit from the Settlement Administrator attesting to the completeness and accuracy thereof on or before January 2, 2025;
- g. Responses to Objections shall be filed on or before January 9, 2025;
- h. Papers in support of final approval of the Settlement Agreement and any supplementation to the Fee Petition shall be filed with the Court on or

before January 9, 2025;

i. The Final Approval Hearing shall be held before this Court on

January 23, 2025, at 10:00 A.M. at the E. Barrett Prettyman United States

Courthouse, 333 Constitution Avenue N.W., Washington, D.C.

SO ORDERED.

Date: September 19, 2024

Dabney L. Friedrich



The Honorable Dabney L. Friedrich
United States District Judge