

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION – BERGEN COUNTY**

STEVEN DOVAL, MELISSA CUELLO, and  
CEANA CUELLO, individually and on behalf  
of all others similarly situated,

Plaintiffs,

v.

FAIRLEIGH DICKINSON UNIVERSITY,

Defendant.

Case No. BER-L-004966-20

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT, FINAL JUDGMENT AND ORDER OF DISMISSAL**

WHEREAS, Plaintiffs Steven Doval, Melissa Cuello, and Ceana Cuello (“Plaintiffs”), and Defendant Fairleigh Dickinson University (“FDU” or “Defendant”) (collectively, the “Parties”) have entered into a Class Action Settlement Agreement dated March 8, 2024, 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 Defendant upon the terms and conditions set forth therein (the “Settlement” or “Settlement Agreement”); and

WHEREAS, on May 14, 2024, the Court granted Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, conditionally certifying the Settlement Class defined below pursuant to New Jersey Court *Rule* 4:32-1 and directing that notice be provided accordingly; and

WHEREAS, on August 8, 2024, Plaintiffs moved for an Order, pursuant to New Jersey Court *Rule* 4:32-2(e), seeking final approval of the Settlement, and entry of final judgment dismissing the Amended Complaint (the “Motion”); and

WHEREAS Defendant joined in the Motion and sought the same relief; and

WHEREAS, RG2 Claims Administration, LLC (“RG2”), effectuated notice to the Settlement Class in accordance with the Preliminary Approval Order; and

WHEREAS the Court has considered the parties’ Settlement Agreement, as well as Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plaintiffs’ Motion for Attorneys’ Fees, Costs, Expenses, and Incentive Awards, together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel, and proof of completion of notice, and held a Fairness Hearing, pursuant to New Jersey Court *Rule* 4:32-2(e)(1)(C), on August 22, 2024 (the “Fairness Hearing”); and

WHEREAS the Court has found that the Parties are entitled to the relief they seek;

IT IS ORDERED that the Motion is GRANTED, subject to the following terms and conditions:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Parties’ Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class members.
3. With respect to the Settlement Class defined below, the Court finds and concludes, for settlement purposes only, that: (a) the Settlement Class Members are so numerous as to make joinder of them impracticable; (b) there are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual Settlement Class Members; (c) Plaintiffs’ claims and the defenses asserted thereto are typical of the claims of Settlement Class Members and the defenses asserted thereto; (d) Plaintiffs and their counsel have fairly and adequately protected the interests of Settlement Class Members throughout this action; (e) common questions of law and fact predominate over questions

affecting only individual Class Members, rendering the Class sufficiently cohesive to warrant a nationwide class settlement; and (f) the certification of the Class is superior to individual litigation and/or settlement as a method for the fair and efficient resolution of this matter.

4. The Court therefore determines that this action satisfies the prerequisites for class certification set forth in New Jersey Court *Rule* 4:32-1(a), and may be maintained as a class action under New Jersey Court *Rule* 4:32-1(b)(3), with Bursor & Fisher, P.A., Antonio Vozzolo of Vozzolo LLC, and the Law Offices of Ronald A. Marron representing the following Settlement Class, which the Court hereby certifies:

All people who paid Defendant Spring 2020 Semester tuition and fees or who benefitted from the payment, and whose tuition and fees have not been refunded. Excluded from the Settlement Class will be: (a) all students who were enrolled entirely in an on-line program during the Spring 2020 Semester, (b) all students whose gift, aid (not including loans) or scholarships, regardless of source, equaled or exceeded the cost of tuition and fees for the Spring 2020 Semester, (c) persons who timely and properly exclude themselves from the Class as provided herein, and (e) the Court, the Court's immediate family, and Court staff.

The Settlement Class, which will be bound by this Order, includes all Settlement Class Members who did not submit a valid request for exclusion from the Settlement Class.

5. Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order, dated May 14, 2024. Such Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of due process and New Jersey Court *Rule* 4:32-2(b). The Notice apprised the members of the Settlement Class of the pendency of the litigation, the nature of the action and class claims, of all material elements of the proposed settlement including the definition of the Settlement Class, of the *res judicata* effect on the members of the Settlement Class, and of their opportunity to opt out of the settlement, to comment on and object to the settlement, and to appear at the Fairness Hearing. Full opportunity has been afforded to the members of the

Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all members of the Settlement Class are bound by this Order and by the final judgment to be entered pursuant to this Order.

6. The Settlement Agreement was arrived at after extensive arm's length negotiations conducted in good faith by counsel for the Parties, and is supported by the majority of the members of the Settlement Class. There have been no objections to the Settlement.

7. Further, in negotiating, entering into, and implementing the Settlement, the Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of all of the Settlement Class Members.

8. Through July 12, 2024, four (4) members of the Settlement Class have timely and properly opted out of the Settlement: Allyson Schwartz, Jaclyn Grabowski, Lisa Schwartz, and Yourry Tapande-Ngombe.

9. The Settlement is fair, reasonable and adequate in light of the substantial relief obtained, the complexity, expense and duration of the litigation, and the risks inherent and involved in establishing liability and damages, and in maintaining the class action as to liability issues through trial and appeal.

10. The promises and commitments of the parties under the terms of the Settlement Agreement constitute fair value given in exchange for the releases of the Released Claims against the Released Parties (both as defined in the Settlement Agreement). The following claims are therefore released against FDU and the other Released Parties:

Any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, charges, complaints, liabilities, rights, causes of action, suits, obligations, liens, judgments, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, injunctive relief, declaratory relief, equitable relief, expenses, costs, attorneys' fees

and or obligations (including “Unknown Claims,” as defined below), and all other legal responsibilities in any form or nature, whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, whether based on state, local or federal statute, ordinance, regulation, or claim at common law or in equity, or any other law, rule or regulation, whether past, present or future, known or unknown, asserted or unasserted, against the Released Parties, including but not limited to, any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, claims, liabilities, or failures to act regarding FDU’s actions or decisions in respect to the Spring 2020 academic term, including ceasing physically in-person, on-campus education and services and transitioning to a remote format for the Spring 2020 academic term, 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.

“Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement.

11. This Order, the Settlement Agreement, the Settlement that it reflects, the certification of the Settlement Class hereunder, and any and all acts, statements, documents, or proceedings relating to the Settlement are not, and may not be construed as, or used as, an admission by or against the above Released Parties of (1) any fault, wrongdoing or liability on their part, (2) the propriety of class certification in any other proceeding, or (3) the validity of any released claim or the existence or amount of damages.

12. The terms of the Settlement Agreement and the Final Approval Order are binding on the Plaintiffs and all other Class Members, as well as their heirs, executors and administrators, successors and assigns.

13. The Parties and each Settlement Class Member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the Settlement Agreement.

14. It is in the best interests of the parties and the Settlement Class Members, and consistent with principles of judicial economy, that any dispute between any Settlement Class Member (including any dispute as to whether any person is a Settlement Class Member) and any of the Released Parties (as defined in the Settlement Agreement) which in any way relates to the applicability or scope of the Settlement Agreement or this Order should be presented exclusively to this Court for resolution by this Court.

15. The attorneys' fees requested are reasonable in light of the factors enumerated in Rules of Professional Conduct 1.5(a), which include: (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly; (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation, and ability of the lawyer or lawyers performing the services; (8) whether the fee is fixed or contingent.

IT IS FURTHER ORDERED as follows:

A. The Parties' request for final approval of the Class Action Settlement is GRANTED.

B. The Settlement Agreement submitted by the parties is finally approved as fair, reasonable, adequate, just, and in the best interests of the Settlement Class, and the parties are hereby directed to consummate the Settlement Agreement in accordance with its terms.

C. The proposed method for providing relief to Settlement Class Members, as set forth in the Settlement Agreement, is finally approved as fair, reasonable, adequate, just, and in the best interests of the Settlement Class.

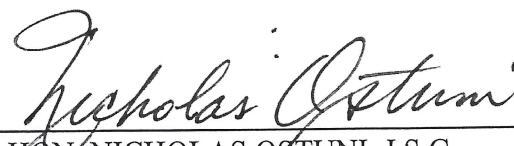
E. FDU shall within thirty (30) days following the date of Final Judgment pay or cause to be paid into the Escrow Account the amount of the Settlement Fund (up to \$1,500,000.00), less: (i) any amounts previously invoiced and paid to the Settlement Administrator in accordance with §§ V and VII of the Settlement Agreement.

F. All claims asserted in this Action are hereby dismissed on the merits with prejudice.

G. Without affecting the finality of the judgment entered pursuant to this Order, this Court retains continuing jurisdiction regarding the Settlement, including the administration, consummation and enforcement of the Settlement Agreement. In addition, without affecting the finality of the judgment entered pursuant to this Order, this Court retains jurisdiction over the parties and each member of the Settlement Class, who are deemed to have submitted irrevocably to the exclusive jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of or relating to this Order.

H. The Court finds that there is no reason for delay and directs the Clerk to enter judgment in accordance with the terms of this Order.

DATE: 8/22/2024

  
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HON. NICHOLAS OSTUNI, J.S.C.