

**UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK**

*D’Amario v. The University of Tampa*, Case No. 7:20-cv-03744-CS

**IF YOU ARE/WERE A STUDENT WHO PAID, OR ON WHOSE BEHALF WAS PAID, TUITION AND FEES TO UT FOR THE SPRING 2020 SEMESTER, AND YOU REMAINED ENROLLED AS OF MARCH 1, 2020, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

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

- A Settlement has been reached in a class action lawsuit against The University of Tampa (“UT” or “Defendant”). The class action lawsuit involves whether UT breached its contract with its students to provide physically in-person, on-campus educational services for the Spring 2020 Semester by transitioning to remote learning and services in March 2020 without issuing partial tuition and fee refunds. UT denies all allegations of wrongdoing and liability. There has been no finding of liability by any Court. However, in order to support its students and to resolve the matter, but without admitting any wrongdoing, UT has agreed to establish a Settlement Fund to resolve all claims in the Action (the “Settlement”).
- You are included if you are/were a UT student who paid or on whose behalf payment was made to UT for Spring 2020 Semester and who remained enrolled as of March 1, 2020. Those included in the Settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund, which will be based on the total out-of-pocket amount of tuition and fees (excluding room and board) paid for the Spring 2020 Semester.
- Read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will receive a <i>pro rata</i> cash share of the Settlement benefits – based on the total out-of-pocket tuition and fees paid for the Spring 2020 Semester – and will give up your rights to sue the Defendant about the claims in this case.  Please be sure to update your address <a href="#">here</a> if you have recently moved.
<b>SUBMIT AN ELECTION FORM BY AUGUST 30, 2022</b>	By submitting an Election Form <a href="#">here</a> , you may instead opt to: (i) receive your payment by check at a different mailing address than what UT has on file; (ii) receive your payment by Venmo or PayPal; (iii) apply your payment to future credits at UT to be used no later than the start of the Fall 2023 semester (on August 28, 2023); or (iv) direct your payment as a gift to UT for deposit into a scholarship fund administered by UT for the benefit of its students.
<b>EXCLUDE YOURSELF BY AUGUST 30, 2022</b>	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
<b>OBJECT BY AUGUST 30, 2022</b>	Write to the Court explaining why you don’t like the Settlement.
<b>GO TO THE HEARING ON OCTOBER 18, 2022 at 3:30pm EST</b>	Ask to speak in Court about your opinion of the Settlement.

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

## **BASIC INFORMATION**

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

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

The Honorable Cathy Seibel, of the U.S. District Court for the Southern District of New York, is overseeing this case. The case is called *D’Amario v. The University of Tampa*, Case No. 7:20-cv-03744-CS. The people who sued are called the Plaintiffs. The Defendant is The University of Tampa.

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

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

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

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

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

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

## **WHO’S INCLUDED IN THE SETTLEMENT?**

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

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

All students and former students who paid, or on whose behalf payment was made, tuition and fees to Defendant for the Spring 2020 Semester, who remained enrolled as of March 1, 2020, and whose tuition and fees have not been refunded.

## **THE SETTLEMENT BENEFITS**

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

**Monetary Relief:** A Settlement Fund has been created totaling \$3,400,000.00. Class Member payments, and the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys’ fees (inclusive of litigation costs), and an award to the Class Representative will also come out of this fund (*see* Question 12).

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

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

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

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

The hearing to consider the fairness of the settlement is scheduled for October 18, 2022. If the Court approves the settlement, eligible Class Members will receive their payment 28 days after the Settlement has been finally approved and/or after any appeals process is complete. The payment will be made in the form of a check, unless elected otherwise, and all checks will expire and become void 90 days after they are issued.

**HOW TO GET BENEFITS**

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

If you are a Class Member and you want to get a payment, do nothing and you will automatically receive a *pro rata* share of the Settlement Fund, which will be based on the total out-of-pocket amount of tuition and fees (excluding room and board) paid for the Spring 2020 Semester. Your payment will come by check to the residential address on file with UT. You may instead opt to: (i) receive your payment by check at a different mailing address than what UT has on file (ii) receive your payment by Venmo or PayPal; (iii) apply your payment to future credits at UT to be used no later than the start of the Fall 2023 semester (on August 28, 2023); or (iv) direct your payment as a gift to UT for deposit into a scholarship fund administered by UT for the benefit of its students by clicking [here](#). If you have changed addresses or are planning to change addresses prior to November 15, 2022, please click [here](#) to complete and submit a change of address form on the Settlement Website.

**REMAINING IN THE SETTLEMENT**

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

If the Settlement becomes final, you will give up your right to sue the Defendant and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against the Defendant are described in the Settlement Agreement. You will be “releasing” the Defendant and certain of its affiliates, employees and representatives as described in Section 1.26 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “Important Documents” link on the website.

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

**THE LAWYERS REPRESENTING YOU**

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

The Court has appointed Philip L. Fraietta and Alec M. Leslie of Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class.

You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

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

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

Subject to approval by the Court, Defendant has agreed that the Class Representatives may request to receive a service award of \$10,000 each from the Settlement Fund for their services in helping to bring and resolve this case.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

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

To exclude yourself from the Settlement, you must submit a request for exclusion by 11:59 p.m. EST on **August 30, 2022**. Requests for exclusion may be submitted either on the Settlement Website (via the online form accessible [here](#) or by mailing or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *D’Amario v. The University of Tampa*, Case No. 7:20-cv-03744-CS settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. If you choose to submit a request for exclusion by mail, you must mail or deliver your exclusion request, postmarked no later than **August 30, 2022**, to the following address:

UT Settlement  
c/o JND Legal Administration  
P.O. Box 91244  
Seattle, WA 98111

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

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

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

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

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

None. UT has provided to Class Counsel a list of the Class Members and their contact information. Also, the Court has issued an order permitting UT, under the Family Educational Rights and Privacy Act (“FERPA”), to disclose to the settlement administrator and Class Counsel, the Spring 2020 Semester out-of-pocket amount for each Class Member. UT will release that information no later than five (5) days after August 30, 2022. On or before August 30, 2022, you as a Class Member have the option to request that the Court quash its order requiring such disclosure as to your information.

## OBJECTING TO THE SETTLEMENT

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

If you are a Class Member, and you have not elected to exclude yourself from the Settlement by opting out, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *D'Amario v. The University of Tampa*, Case No. 7:20-cv-03744-CS and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by August 16, 2022.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief. File the objection with the Court (or mail the objection to the Court) and mail a copy of the objection to Class Counsel and Defendant's Counsel, at the addresses below, postmarked no later than **August 30, 2022**.

Court	Class Counsel	Defendant's Counsel
The Honorable Cathy Seibel United States District Court for the Southern District of New York 300 Quarropas Street White Plains, NY 10601	Philip L. Fraietta Bursor & Fisher P.A. 888 Seventh Avenue New York, NY 10019	Jonathan M. Kozak Jackson Lewis P.C. 44 South Broadway, 14th Floor White Plains, NY 10601

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

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

## THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at **3:30pm EST on October 18, 2022** at United States District Court for the Southern District of New York, 300 Quarropas Street, White Plains, NY 10601. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for incentive awards to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check for updates by visiting the Settlement Website at [www.UTSettlement.com](http://www.UTSettlement.com) or calling (888) 681-2292. If, however, you timely

objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of the Final Approval Hearing.

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

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

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

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *D'Amario v. The University of Tampa*, Case No. 7:20-cv-03744-CS." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **August 30, 2022**, and be sent to the addresses listed in Question 16.

**GETTING MORE INFORMATION**

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

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [www.UTSettlement.com](http://www.UTSettlement.com). You may also write with questions to UT Settlement, c/o JND Legal Administration, P.O. Box 91244, Seattle, WA 98111. You can call the Settlement Administrator at (888) 681-2292 or Class Counsel at (646) 837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.