

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLKJENNIFER CROCE, *on behalf of herself and all others similarly situated,*

Plaintiffs,

v.

ST. JOSEPH'S COLLEGE OF NEW YORK,

Defendant.

**Index No.: 610886/2020**

**[PROPOSED]**  
**ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION**  
**FOR PRELIMINARY APPROVAL OF THE PROPOSED SETTLEMENT AND**  
**APPROVAL OF THE PROPOSED NOTICE OF SETTLEMENT AND ELECTION**  
**FORM**

The above-entitled matter is before the Court on Plaintiff's Motion for Preliminary Approval of Proposed Settlement and Approval of the Proposed Notice of Settlement and Election Form (collectively, the "Motion for Preliminary Approval" or "Motion").

**IT IS SO ORDERED** that Plaintiffs' Motion for Preliminary Approval is granted; and

**IT IS FURTHER ORDERED**, as set forth below, that the Court grants: (1) preliminary approval of the proposed settlement; (2) certification of the Settlement Class; (3) appointment of Michael A. Tompkins and Anthony M. Alesandro of Leeds Brown Law, P.C. and Nicholas A. Colella of Lynch Carpenter, LLP as Class Counsel; (4) appointment of Named Jennifer Croce as the class representative; (5) authorization of distribution of the proposed Notice of Class Action Settlement and Election Form as detailed in the Agreement; (6) approval of the procedures for implementing the Agreement, including setting a date for a fairness hearing, as set forth below, (7) any other relief this Court deems just and necessary.

**I. Preliminary Approval of Settlement**

1. Based upon the Court's review of Plaintiff's Memorandum of Law in Support of Plaintiffs' Motion for Preliminary Approval of Settlement, the Affirmation of Michael A. Tompkins ("Tompkins Affirmation"), and all other papers submitted in connection with Plaintiff's Motion for Preliminary Approval, the Court grants preliminary approval of the settlement memorialized in the Settlement Agreement and Release ("Settlement Agreement" or the "Settlement"), attached to the Tompkins Affirmation in support of Plaintiff's Motion.

## **II. Provisional Certification of the Settlement Class**

2. The Court provisionally certifies the following class under New York Civil Practice Laws and Rules ("CPLR") §§ 901 and 902 for settlement purposes only:

All enrolled students during the Spring 2020 semester at SJC who paid the Student Activity Fee but had the related services cancelled or moved to a remote format.

3. CPLR §§ 901 and 902 provide that one or more members of a class may sue as representative parties on behalf of a class if:

- (a) satisfies CPLR § 901(a)(1) because there are in excess of 40 Class members, making joinder impracticable.
- (b) satisfies CPLR § 901(a)(2) because common questions of law or fact predominate over any questions affecting individual members. Here, Plaintiffs share a common claim Based on Defendants' alleged breach of contract.
- (c) satisfies CPLR § 901(a)(3) because the named Plaintiff's claims are "typical" of the Class because the Named Plaintiff's claims derive from the same practice or conduct that gave rise to the remaining claims of the Class members and are based upon the same legal theory.
- (d) satisfies CPLR § 901(a)(4) because the named Plaintiff is in a position to adequately protect the interests of the Class Members in the litigation. More specifically, the class representative possesses a financial interest in the outcome of the litigation and adequate financial resources to pursue the class claims, and there are no conflicts between the class members and the class representative.
- (e) Counsel for the class representative is competent to adequately represent

the interests of the Class because they are very experienced in class actions, and are one of the preeminent firms around the country litigating tuition refund cases on the behalf of students, and can fairly and adequately represent the named Plaintiff and Class Members in this case.

(f) satisfies the elements of CPLR § 901(a)(5) regarding superiority because common issues predominate over individual issues.

### **III. Appointment of Plaintiffs' Counsel as Class Counsel**

4. The Court appoints Michael A. Tompkins and Anthony M. Alesandro of Leeds Brown Law, P.C., One Old Country Road, Suite 347, Carle Place, New York 11514 and Nicholas Collela of Lynch Carpenter, LLP, 1133 Penn Avenue, 5<sup>th</sup> Floor, Pittsburgh, PA 15222 as Class Counsel.

5. Class Counsel has done substantial work identifying, investigating, litigating, and ultimately reaching the memorialized agreement for Plaintiff's and the Class members' claims.

6. Class Counsel has experience prosecuting and settling class actions, including tuition refund cases around the country. The work that Class Counsel has performed both in litigating and settling this case demonstrates their commitment to the Class and to representing the Class's interests.

### **IV. Class Notice**

7. The Court approves the proposed Notice of Class Action Settlement ("Notice") and Election Form ("Election Form"), in materially the same form as presented to the Court here and directs their distribution to the Class as set forth in the Agreement. The Parties are authorized to make any necessary changes to the Notice or Election Form to the extent the changes do not represent a significant departure from the material terms of the Settlement Agreement.

8. The content of the Notice fully complies with due process and CPLR §§ 901 and 902.

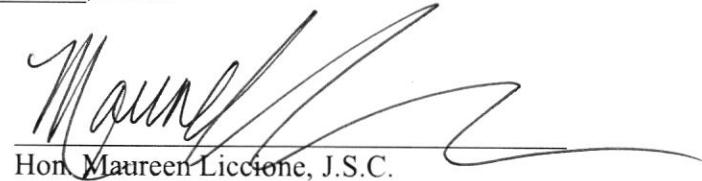
9. The Notice satisfies each of these requirements and adequately puts Class Members on notice of the proposed Settlement.

**V. Class Action Settlement Procedure**

10. The Court hereby sets the following settlement procedure:

<b>Step 1</b>	Within 10 days of the issuance of this Order	Defendant to produce the Class List
<b>Step 2</b>	Within 14 days of receipt of the Class List	E-Mail and Mailing of Class Notice and Election Form
<b>Step 3</b>	30 days after Completion of Step 2	Last day for Class Members to: (i) submit an Election Form; (ii) "opt out" of the Settlement; or (iii) submit a written objection to the Settlement  Under certain circumstances, this deadline may be extended by an additional 15 days in accordance with § 2.3.5 of the Settlement Agreement.
<b>Step 4</b>	<i>February 18</i> at <i>10:00</i> .m.  [THE PARTIES PROPOSE INSERTING A DATE NO SOONER THAN 95 DAYS AFTER THE DATE OF THIS ORDER]	Fairness Hearing

It is **SO ORDERED** this 03 day of November, 2025.



Hon. Maureen Liccione, J.S.C.