



IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

In re: MOUNTAIN STATE UNIVERSITY LITIGATION Master Case No. 12-C-9000

THIS DOCUMENT APPLIES TO:

JEANETTE BROWN,	Civil Action No. 13-C-110 KAN
DESTANY PETTRY,	Civil Action No. 11-C-1746 KAN
JAMIE WAGNER,	Civil Action No. 12-C-2384 KAN
DALE BURGER, AMANDA BURGER, and JEFF BURGER,	Civil Action No. 12-C-1-293 KAN

each individually and, on behalf
of all others similarly situated,
Plaintiffs,

v.

MOUNTAIN STATE UNIVERSITY, INC.,

Defendant.

ORDER

The Court, having reviewed the joint petition of the parties pursuant to paragraph III.B.5(e) of the Limited Fund Class Action Settlement Agreement (“Settlement Agreement”) for an order discharging MSU from any further obligations to the Limited Fund, finds that Mountain State University, Inc. (“MSU”) has satisfied the following obligations:

1. MSU has closed the sales of its Martinsburg and Beckley campuses, and all proceeds from those sales have been conveyed to the Limited Fund.

2. MSU has certified that, with the exception of funds currently in the possession of the United States Department of Education (“DOE”), and subject to MSU’s right to retain the funds identified below in paragraph a, MSU has conveyed to the Limited Fund all money owed to date pursuant to the Limited Fund Settlement Agreement.

3. MSU has provided this Court and the other parties an accounting in support of its certification. As a result, the Court finds that the required accounting and certification has been completed.

4. Because MSU has met its obligations under paragraphs 1, 2 and 3 above, and also under paragraphs III.B.2 and III.B.3 of the Settlement Agreement, the Court finds that MSU's budgeting obligation and monthly reporting obligation regarding MSU's finances and marketing activities, as set forth in the Limited Fund Settlement Agreement, is no longer required.

5. MSU has provided information to the Claims Administrator regarding each claimant sufficient to enable the Claims Administrator to promptly and efficiently determine any debt forgiveness or tuition refunds, such sufficiency to be determined by the Claims Administrator and confirmed to the Parties. Moreover, to the extent there are any claimants that contest the student debt amount that MSU has forgiven, MSU has provided the Claims Administrator with the documents it has regarding how it arrived at the student debt amount and has no other documents to provide to the Claims Administrator regarding this issue.

6. MSU has forgiven student debt owed by Class Members and has provided written confirmation to Plaintiffs' Counsel that MSU has forgiven all debt owed by Class Members and will not collect on any debt owed by Class Members.

7. All assets in the MSU Endowment and MSU Foundation have been transferred to West Virginia University.

Therefore, in light of the very limited functions remaining to be performed by MSU in furtherance of the Settlement Agreement, the parties have jointly petitioned this Court for an order discharging MSU's obligations to the Limited Fund. The Court hereby grants the parties' joint petition, and ORDERS that MSU's obligations to the Limited Fund are discharged, subject to the following conditions:

- a. MSU is not required to make any further contribution to the Limited Fund, with the following two exceptions:
 - i. Should MSU receive on or before September 30, 2015 a gift or bequest, MSU will convey said gift or bequest to the Limited Fund; and,
 - ii. MSU shall convey to the Limited Fund immediately upon receipt any funds recovered by or on behalf of MSU from the DOE.

MSU will retain the funds it currently has remaining, which according to MSU's accounting, was, as of June 1, 2015 the amount of \$186,589.06.

- b. The Limited Fund shall not be responsible for, and MSU will assume full responsibility for (1) paying its creditors and (2) paying for all of its remaining operations costs.
- c. MSU will continue to cooperate with the Parties in responding to reasonable requests for information the Parties may need to carry out the terms of the Settlement Agreement, such as the Parties' efforts to obtain the funds that are due from the DOE. However, MSU is not required to expend any of its own funds regarding these requests for information from the Parties or regarding the efforts to obtain what is owed from the DOE (except for time and expense

involved in collecting, copying, and delivering requested information). MSU shall have no obligation to retain or pay for a consultant or any other third party in order to gain assistance in the effort to obtain the funds from the DOE.

d. This order is limited in scope to discharging MSU's obligations to the Limited Fund and is not intended to have any broader effect on the rights and obligations of the parties to the Settlement Agreement.

It is so **ORDERED**.

ENTER: June 18, 2015.

/s/ Alan D. Moats
Lead Presiding Judge
Mountain State University Litigation