

**IN THE COURT OF COMMON PLEAS
OF ALLEGHENY COUNTY, PENNSYLVANIA**

CLAIRE VAN TREECK, *on behalf of
herself and all others similarly situated,*

Plaintiff,

v.

ROBERT MORRIS UNIVERSITY,

Defendant.

CIVIL DIVISION – CLASS ACTION

No. GD-24-000927

**MEMORANDUM OF LAW IN
SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Filed on behalf of Plaintiff Claire Van
Treeck.

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Named Plaintiff Claire Van Treeck, on behalf of herself and the Settlement Class, respectfully submits this memorandum of law in support of her motion for final approval of the settlement reached in this Action, and for approval of the manner of distribution of the Net Settlement Fund. The terms of the settlement are set forth in the Settlement Agreement and Release, dated July 30, 2025 (the “Settlement Agreement” or “Agreement”). Dk. No. 14, Ex. 1.¹

The Settlement resolves all claims against Defendant Robert Morris University (“Defendant” or “RMU”) for the alleged failure to deliver an in-person education and on-campus access and services when, in response to the Covid-19 pandemic, RMU moved all classes to online-only and constructively closed the campus. As set forth in the Settlement Agreement, RMU will pay a total of \$947,784 into a Settlement Fund, which will first be used for court-approved attorneys’ fees and reasonable litigation costs, fees and expenses for the Settlement Administrator, and any court-approved Case Contribution Award to the Plaintiff. The Net Settlement Fund will

¹ The capitalized terms in this memorandum shall be construed according to their meaning as defined in the Settlement Agreement, except as may otherwise be indicated.

be allocated as follows: 80% to Settlement Class Members and 20% to RMU for use for the benefit of RMU students. All Settlement Class Members will receive an automatic distribution, which will be allocated *pro rata* to each Settlement Class Member based on the ratio of (a) the total amount of Spring 2020 Tuition and Fees assessed to Settlement Class Members enrolled at RMU during the Spring 2020 semester to (b) the total amount of Spring 2020 Tuition and Fees assessed to each individual Settlement Class Member enrolled at RMU during the Spring 2020 semester, less Financial Aid and any unpaid balances related to the Spring 2020 term as reflected on the Settlement Class Member's account with RMU, and any refunds already distributed related to Spring 2020 semester.

Class Counsel zealously prosecuted Plaintiff's claims, achieving the Settlement only after informal and confirmatory discovery, extensive investigation into the claims and defenses, and hard-fought negotiations that lasted nearly a year before being able to finalize the Settlement Agreement and associated exhibits. After this Court granted preliminary approval, the Settlement Administrator successfully disseminated Notice to 100% of the Settlement Class. The reaction of the Class to the Settlement Agreement has been overwhelmingly favorable, with no objections filed or requests for exclusion made to date.

The Settlement delivers tangible, immediate benefits to the Settlement Class without protracted and inherently risky litigation. It fairly and adequately resolves the claims of the Class and merits Final Approval. Accordingly, Plaintiff respectfully requests this Court grant her Motion for Final Approval of Class Action Settlement and, following the Court's Final Approval Hearing, enter the attached Final Approval Order filed concurrently herewith.

I. FACTUAL AND PROCEDURAL BACKGROUND

On January 24, 2024, Plaintiff Claire Van Treeck filed a class action Complaint in the Court of Common Pleas of Allegheny County styled *Van Treeck v. Robert Morris University*, Case

No. GD-24-000924 (the “Action”) (Doc. 1) (the “Action”). Following the filing of the Complaint, the Parties engaged in preliminary discussions regarding the merits and potential early resolution.

Thereafter, in anticipation of mediation, the Parties exchanged detailed information related to the amount of tuition and fee payments made by or on behalf of the putative class members, the size of the putative class, and RMU’s tuition and fee refund policies and practices during the Spring 2020 semester. The Parties also provided each other and the mediator with detailed pre-mediation submissions setting forth their views on the merits of the case, the likelihood the case could be certified as a class action, the bona fides of the Named Plaintiff to represent the putative class, and positions on the factual support for and viability of the claims asserted in the Complaint. Finally, the Parties exchanged demands and offers in an effort to reach a settlement of the Action.

On August 29, 2024, the Parties held a mediation session in front of Hon. Thomas J. Rueter (Ret.). With the guidance of Judge Rueter, the Parties reached a settlement in principle and began to negotiate the terms of the Settlement. The Parties thereafter executed a Term Sheet on October 11, 2024, encompassing the resolution. Over the ensuing months, the Parties engaged in hard-fought arm’s-length discussions, negotiating the final terms of the Settlement and its supporting exhibits, which was filed with the Court on August 13, 2025. Dkt. Nos. 13, 14. The Court held a preliminary approval hearing on October 22, 2025 (Dkt. No. 15) and granted preliminary approval the same day (Dkt. No. 16).

Based upon their independent analysis, and recognizing the risks of continued litigation, counsel for Plaintiff believe that the proposed settlement is fair, reasonable, and in the best interest of Plaintiff and the Class. Although RMU denies liability, RMU decided to enter into this Settlement on the terms and conditions stated herein to avoid further expense, inconvenience, burden, and the uncertainty and risks of litigation. For those reasons, and because the Settlement

is contingent on Court approval, the Parties submit their Settlement Agreement to the Court for its final review.

II. TERMS OF THE PROPOSED SETTLEMENT AGREEMENT

A. THE SETTLEMENT CLASS

The proposed Settlement Class that received preliminary certification for settlement purposes is defined as:

All Robert Morris University students who satisfied their payment obligations to RMU for Spring 2020 for tuition and/or Mandatory Fees (including any University Services Fee, Residence Hall Association Fee, Student Government Fee, and/or Student Recreation & Fitness Fee) and who were enrolled in at least one in-person, on-campus class.

Dkt. No. 16, ¶ 5. Excluded from this definition are: all students who had their tuition and fee obligations completely funded by financial aid, scholarships, and/or other monetary aid disbursed by Robert Morris University for the Spring 2020 semester; Defendant; Defendant's officers, directors, agents, trustees, parents, children, corporations, trustees, representatives, employees, principals, servants, partners, joint venturers, and/or entities controlled by Defendant; and/or Defendant's heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant's officers. *Id.* As of the Objection/Exclusion Deadline, and as of the date of this motion, there have been no Settlement Class Members who have objected or excluded themselves from the Settlement Agreement. *See* Declaration of Jessie T. Montague, RG/2 Claims Administration LLC ("RG/2 Decl."), ¶¶ 14, 15.

B. MONETARY TERMS

The proposed Settlement Amount is a cash payment of Nine Hundred Forty-Seven Thousand Seven Hundred Eighty-Four Dollars (\$947,784.00). *See* SA ¶ 38. In accordance with the Settlement Agreement, the Settlement Administrator shall make deductions from the

Settlement Amount for court-approved attorneys' fees and reasonable litigation costs, fees and expenses for the Settlement Administrator, and any court-approved Case Contribution Award to Plaintiff, in recognition of the risks and benefits of her participation and substantial services she performed. *See* SA ¶ 39.² After all applicable fees, expenses and awards are deducted, the Net Settlement Fund will be allocated as follows: 80% to Settlement Class Members and 20% to RMU for use for the benefit of RMU students. The allocation to Settlement Class Members shall be *pro rata* to each Settlement Class Member based on the ratio of (a) the total amount of Spring 2020 Tuition and Fees assessed to Settlement Class Members enrolled at RMU during the Spring 2020 semester to (b) the total amount of Spring 2020 Tuition and Fees assessed to each individual Settlement Class Member enrolled at RMU during the Spring 2020 semester, less Financial Aid and any unpaid balances related to the Spring 2020 term as reflected on the Settlement Class Member's account with RMU, and any refunds already distributed related to Spring 2020 semester. SA ¶ 4.

Following the Court's Preliminary Approval Order, RMU paid \$50,000 into the Settlement Fund. SA ¶ 38; RG/2 Decl. ¶ 6. The remainder of the Settlement Fund will be paid within thirty (30) days of final approval. *See* SA ¶ 38. Within sixty (60) days after Final Approval, the Settlement Administrator will send Settlement Class Members their portion of the Settlement Benefit by check, Venmo, or PayPal. *See* SA ¶¶ 7-8. The Settlement Administrator will pay all legally mandated Taxes prior to distributing the settlement payments to Settlement Class Members. *See* SA ¶ 43.

² Plaintiff previously filed her Motion for Attorneys' Fees, Costs, Expenses, and Case Contribution Award on January 5, 2026. Dkt. Nos. 17–19.

Settlement Class Members shall have one hundred and twenty (120) days from the date of distribution of the checks to cash their check for the Settlement Benefit. If the funds for Uncashed Settlement Checks exceed the remaining Administrative Expenses, such funds will be redistributed as a second distribution to Settlement Class Members who previously did cash their settlement check. If the funds for Uncashed Settlement Checks still exceed the remaining Administrative Expenses after the second distribution, the Uncashed Settlement Checks from the second distribution will be redistributed as a third distribution to Settlement Class Members who previously did cash their settlement check. If, after the third distribution, there are any funds remaining from Uncashed Settlement Checks, the funds shall, subject to Court approval, be treated as residual funds pursuant to Pa. Rule 1716 and disbursed to the Pennsylvania Interest on Lawyers Trust Account. *See* SA ¶¶ 1(11), 9.

C. DISMISSAL AND RELEASE OF CLAIMS

Upon the Settlement becoming Final, Settlement Class Members shall be deemed to have forever released any and all suits, claims, controversies, rights, agreements, promises, debts, liabilities, accounts, reckonings, demands, damages, judgments, obligations, covenants, contracts, liens, costs (including, without limitation, attorneys' fees and costs), losses, expenses, actions or causes of action of every nature, character, and description, in law, contract, tort or in equity, that any Releasing Party ever had, or has, or may have in the future, known or unknown, asserted or unasserted, upon or by reason of any matter, cause, or thing whatever from the beginning of the world to the Effective Date, arising out of, concerning, or relating in any way to (i) tuition, fees, or other similar amounts charged to, paid by, and/or incurred by or on behalf of any Settlement Class Member at RMU in connection with, relating to, or concerning the Spring 2020 Semester, and/or (ii) the Action, and/or (iii) RMU's transition to remote education with respect to the COVID-19 pandemic, the closure or limitations on access to its campus and campus facilities, or

the implementation or administration of such remote education during the Spring 2020 semester. This includes all claims that were brought or could have been brought in the Action. These releases were described in the proposed Long Form Notice.

D. RESULTS OF THE NOTICE PLAN

Following the Court's Preliminary Approval Order, the Settlement Administrator completed the Notice plan set forth in the Settlement. *See generally* RG/2 Decl. The Notice plan was designed to reach as many Settlement Class Members as practicable. The Notice included the required description of the material Settlement terms; the deadline for Settlement Class Members to opt-out of the Settlement Class; the deadline for Settlement Class Members to object to the Settlement; and the Settlement Website at which Settlement Class Members could access the Long Form Notice, Settlement Agreement, and other related documents and information. RG/2 Decl., ¶¶ 8, 10; Ex.'s A, B.

Pursuant to the Court's Preliminary Approval Order, RMU provided RG/2 with the Class List containing information sufficient to provide Settlement Class Members with direct notice. The Settlement Class List contained information for 3,376 Settlement Class Members. RG/2 Decl., ¶ 7. Thereafter, on December 5, 2025, RG/2 sent the Short Form Notice to 3,376 Settlement Class Members for whom email addresses were available. RG/2 Decl., ¶ 8; Ex. A. Of those 3,376 Settlement Class Members with valid email addresses, only 8 Settlement Class Members had an email address that was not confirmed as delivered. *Id.* Those 8 Settlement Class Members received notice via First Class U.S. Mail. RG/2 Decl. ¶ 9.

Further, on December 1, 2025, RG/2 established an informational Settlement Website, www.rmucovidsettlement.com, allowing Settlement Class Members to obtain detailed information about the Action, the Settlement, and to review important documents, including the Long Form Notice, Settlement Agreement, and other relevant documents. RG/2 Decl., ¶ 10.

As a result of the Notice plan, 100% of the Settlement Class Members received direct notice of the Settlement. The deadline to submit an objection to or opt out of the Settlement occurred on January 19, 2025. To date, no Settlement Class Member has objected to the Settlement, and no Settlement Class Member has submitted a request for exclusion. RG/2 Decl., ¶¶ 14-15.

III. ARGUMENT

A. The Settlement Class Continues to Merit Certification.

As Plaintiff set forth at length in her Motion for Preliminary Approval, the proposed Settlement Class satisfies all of the requirements of Pa. R. Civ. P. 1702 (Dkt. No. 14), and the Court found that these requirements were satisfied when it preliminarily certified the Settlement Class in its Preliminary Approval Order (Dkt. No. 16). Nothing has occurred that would change the Court's previous determination that Plaintiff and the Settlement Class satisfy the requirements under Rule 1702. Specifically, the Settlement Class still meets the requirements of numerosity, commonality, typicality, adequacy, and fairness and efficiency, including the considerations under Pa. R. Civ. P. 1708 and 1709. Accordingly, the Court should finally certify the Settlement Class for settlement purposes. *See, e.g., In re Cap. One Consumer Data Sec. Breach Litig.*, No. 119MD2915AJTJFA, 2022 WL 18107626, at *4 (E.D. Va. Sept. 13, 2022) (finally certifying the settlement class for settlement purposes where “[n]othing has occurred that would alter the Court's initial determination”).

B. The Court Should Grant Final Approval to the Settlement.

Plaintiff requests that the Court finally approve the proposed Settlement on the grounds that the proposal falls within the range of reasonableness, the reaction of the Settlement Class has been favorable, and that approval on these terms will secure an adequate recovery in exchange for the releases of the claims raised in the action.

The approval of a class action comes in two stages. First, the proposal is submitted to the Court for a preliminary fairness evaluation. *Brophy v. Phila. Gas Works and Phila. Facilities Mgmt. Corp.*, 921 A.3d 80, 88 (Pa. Commw. Ct. 2007). If approval is granted, notice is given to the class members and a final fairness hearing is scheduled where the Court can receive arguments and evidence in support of or in opposition to the proposal. *Id.* The “range of reasonableness” standard requires the Court to examine whether the proposed settlement secures an “adequate” (and not necessarily best possible) advantage for the class in exchange for the surrender of the members’ litigation rights.” *Dauphin Deposit Bank and Trust Co. v. Hess*, 727 A.2d 1076, 1079 (Pa. 1999). Factors relevant to the ultimate approval of the settlement include:

1. the risks of establishing liability and damages;
2. the range of reasonableness of the settlement in light of the best possible recovery;
3. the range of reasonableness of the settlement in light of all the attendant risks of litigation;
4. the complexity, expense, and likely duration of the litigation;
5. the state of the proceedings and the amount of discovery completed;
6. the recommendations of competent counsel; and
7. the reaction of the class to the settlement.

Id. at 1079–80. A review of these factors demonstrates that the Settlement is within the range of reasonableness and should be finally approved.

1. The Risks of Establishing Liability and Damages.

“In evaluating the likelihood of success, a court should not attempt to resolve unsettled issues or legal principles but should attempt to estimate the reasonable probability of success.” *Dauphin Deposit Bank & Tr. Co. v. Hess*, 698 A.2d 1305, 1309 (Pa. Super. Ct. 1997), *aff’d*, 556 727 A.2d 1076 (Pa. 1999). While Plaintiff is confident in the strength of her claims, Plaintiff and Settlement Class Members face challenges in establishing liability and ultimately recovering monetary damages. Plaintiff would be required to prove RMU made a promise for in-person education in exchange for tuition and fees, or was otherwise unjustly enriched, and to determine

the amount of damages for Plaintiff and the Settlement Class. Such determination would inevitably require complex discovery, as well as a battle of experts, both of which can be costly. *See Dixon v. Lincoln Univ.*, No. CV 24-1057-KSM, 2025 WL 2677525, at *9 (E.D. Pa. Sept. 18, 2025) (granting final approval to tuition refund settlement where “there are risks associated with proving the existence of an implied contract as well as proving that [the university] has been unjustly enriched”).

Further, should litigation continue, Plaintiff must survive RMU’s anticipated preliminary objections and, later, a motion for summary judgment. Success at these stages is not guaranteed. *See Bergeron v. Rochester Inst. of Tech.*, No. 20-CV-6283 (CJS), 2023 WL 1767157, at *11 (W.D.N.Y. Feb. 3, 2023), *aff’d sub nom. Bergeron v. Rochester Inst. of Tech.*, No. 23-271, 2024 WL 5054841 (2d Cir. Dec. 10, 2024) (granting university’s motion for summary judgment as to breach of implied contract and unjust enrichment and dismissing case). It is also likely that RMU would have contested whether Plaintiff could ultimately certify a class. *Omori v. Brandeis Univ.*, 673 F. Supp. 3d 21, 29 (D. Mass. 2023) (denying student’s motion for class certification as to tuition and fees).

Through the Settlement, Plaintiff and Settlement Class Members gain significant benefits without facing further risk of not receiving any relief at all. Settlement Class Members will be entitled to automatic compensation if the Settlement is given final approval. When weighed against the prospects of litigation, the Settlement offers all the potential advantages of class certification, *e.g.*, eliminating the possibility of numerous duplicative claims and redundant work for counsel and the courts, while providing monetary recovery for a large group without requiring individuals to shoulder the burden of litigation expenses. As such, this factor weighs in favor of final approval of the Settlement.

2. The Range of Reasonableness in Light of the Best Possible Recovery and in Light of the Attendant Risks of Litigation.

The next two factors require the court to analyze the range of reasonableness of the settlement. “In deciding whether the settlement falls within a ‘range of reasonableness,’” a court needs “to examine whether the proposed settlement secures an ‘adequate’ (and not necessarily the best possible) advantage for the class in exchange for the surrender of the members’ litigation rights.” *Dauphin Deposit Bank*, 727 A.2d at 1079. “In this light, a court need not inquire into whether the ‘best possible’ recovery has been achieved. Rather, in view of the stage of the proceedings, complexity, expense and likely duration of further litigation, as well as the risks of litigation, the court is to decide whether the settlement is reasonable.” *Id.*

The strength of the settlement here is demonstrated, in part, by comparison with monetary recoveries in other university settlements involving tuition refunds following transition from in-person to remote online learning caused by the COVID-19 pandemic and resulting governmental orders. *See, e.g., Smith et al v. University of Pennsylvania*, Case No. 2:20-cv-02086-TJS (E.D. Pa.) (\$4.5 million settlement with a per student recovery of \$173.08); *Choi et al v. Brown University*, Case No. 1:20-cv-001914-JJM-LDA (D.R.I.) (\$1.5 million settlement with a per student recovery of \$155.44); *Fittipaldi v. Monmouth University*, Case No. 3:20-cv-05526-RLS (D.N.J.) (\$1.3 million settlement with a per student recovery of \$206.50); *Rocchio v. Rutgers, The State University of New Jersey*, No. MID-L-003039-20 (N.J. Super. Ct.) (\$5 million settlement with a per student recovery of \$77.48); *Espejo et al. v. Cornell University*, Case No. 3:20-cv-00467-MAD-ML (N.D.N.Y.) (\$3 million settlement with a per student recovery of \$115); *Carpey v. Board of Regents of the University of Colorado*, No.: 2020cv31409 (\$5 million settlement with a per student recovery of \$83.33). Here, the gross per student recovery is approximately \$281, which is higher than all those comparables.

This settlement is particularly strong in light of the risks and delay-related downsides of continued litigation. As discussed above, the risks of continuing litigation are substantial because Plaintiff has no assurance of establishing liability or any entitlement to monetary relief. As such, these factors weigh in favor of final approval of the Settlement.

3. The Complexity, Expense, and Likely Duration of the Litigation.

The complexity, expense, and duration factor “captures the probable costs, in both time and money, of continued litigation.” *In re Cedant Corp. Litigation*, 264 F.3d 201, 233 (3d Cir. 2001). “Most class actions are inherently complex and settlement avoids the costs, delays and multitude of other problems associated with them.” *Milkman v. Am. Travellers Life Ins. Co.*, 61 Pa. D. & C.4th 502, 543 (Pa. Com. Pl. Ct. 2002) (citing *In re NASDAQ Market-Makers Antitrust Litigation*, 187 F.R.D. 465, 477 (S.D.N.Y. 1998) (“[C]lass actions have a well deserved reputation as being most complex.”)).

If litigation continues, Plaintiff and Class Members would need to overcome a number of challenges, including preliminary objections, obtaining class certification, briefing motions for summary judgment, defending expert opinions, and maintaining certification through trial. *See Dixon*, 2025 WL 2677525, at *9 (granting final approval to tuition refund settlement where “plaintiff and the settlement class would face many challenges and expenses associated with class action litigation, including obtaining class certification, briefing motions for summary judgment, and maintaining class certification through trial”).

By settling this matter now, Class Counsel and Defendant avoid the expense of further litigation on the pleadings, motions for preliminary objections, summary judgment, class certification, preparation for and prosecution of a trial, and likely appeals from the judgment, all while providing a substantial direct benefit to Settlement Class Members now as opposed to at some point in the future. Thus, this factor strongly weighs in favor of final approval.

4. The State of the Proceedings and Amount of Discovery Completed.

“The purpose of the state of the proceedings and discovery completion factor is to ascertain the ‘degree of case development that class counsel have accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating.’” *Milkman*, 61 Pa. D. & C.4th at 544 (quoting *In re Gen. Motors Corp. Pick Up Truck Fuel Tank Product Liab. Litig.*, 55 F.3d 768, 813 (3d Cir. 1995)). This ensures that “a proposed settlement is the product of informed negotiations” by providing for “an inquiry into the type and amount of discovery the parties have undertaken.” *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 319 (3d Cir. 1998).

Class Counsel had more than sufficient information to access the Settlement in light of the strengths and weaknesses of the case and determined that the Settlement is fair, reasonable, and adequate. Here, the Parties engaged in informal and confirmatory discovery during the mediation process. The information RMU produced, as well as the financial information publicly available, provided Class Counsel with sufficient information to assess the Settlement in light of the strengths and weaknesses of the case and determine that the Settlement is fair, reasonable, and adequate. *See Tumpa v. IOC-PA, LLC*, No. 3:18-CV-112, 2021 WL 62144, at *8 (W.D. Pa. Jan. 7, 2021) (approving a settlement where the “limited discovery” was sufficient to provide the parties “with an appreciation of the merits of the case”).

Further, the participation of Judge Rueter (Ret.) in an all-day mediation session ensured that the settlement negotiations were conducted at arm’s length and without collusion between the Parties. *See, e.g., In re NFL Players’ Concussion Inj. Litig.*, 301 F.R.D. 191, 198 (E.D. Pa. 2014) (“noting that a presumption of fairness exists where parties negotiate at arm’s length, assisted by a mediator”). Under the circumstances, the fact that the parties did not engage in comprehensive formal discovery is not an impediment to approving the settlement. *See Fulton-Green v. Accolade*,

Inc., No. CV 18-274, 2019 WL 316722, at *3 (E.D. Pa. Jan. 24, 2019). For these reasons, this factor also weighs in favor of final approval.

5. The Recommendations of Competent Counsel.

“The opinion of experienced counsel is entitled to considerable weight.” *Fischer v. Madway*, 485 A.2d 809, 813 (Pa. Super. Ct. 1984). Here, Class Counsel and Defense Counsel have extensive experience litigating complex class actions. Dkt. No. 19, Declaration of Nicholas A. Colella ¶¶ 31-35. Class Counsel have also been involved in dozens of covid tuition refund actions analogous to this one, having recovered tens millions of dollars on behalf of hundreds of thousands of students. *Id.* All Counsel are satisfied that this Settlement provides a more than adequate benefit to, and is in the best interest of, the Settlement Class, as it provides them with relief intended to address the principal harms complained of in this action. Finally, given the risks of continued litigation discussed above, Class Counsel submits that the proposed Settlement is fair, reasonable, adequate, and in the best interest of Plaintiff and the Settlement Class. Thus, this factor weighs in favor of final approval of the Settlement.

6. The Reaction of the Class to the Settlement.

Here, the positive reaction of the Settlement Class weighs in favor of final approval. After a robust notice program in which RG/2 successfully delivered direct notice to 100% of the Class, the reaction has been overwhelmingly favorable and positive. As of the date of this motion, zero objections to the Settlement have been filed, and no one has requested exclusion from the class. RG/2 Decl. ¶¶ 13–14. The nonexistence of objections and singular opt-out request weigh heavily in favor of final approval. *See High St. Rehab., LLC v. Am. Specialty Health Inc.*, Case No. 2:12-cv-07243-NIQA, 2019 WL 4140784, at *4 (E.D. Pa. Aug. 29, 2019) (“A low number of objectors or opt-outs is persuasive evidence of the proposed settlement’s fairness and adequacy.”).

CONCLUSION

For aforementioned reasons, Plaintiff respectfully requests that upon completion of the fairness hearing, the Court enter the Parties' proposed Final Approval Order, filed concurrently herewith.

DATED: February 13, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on February 13, 2026, the foregoing was served by email on the following:

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CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts that require filing confidential information and documents differently than non-confidential information and documents.

/s/ Nicholas A. Colella
Nicholas A. Colella