

**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  
Hon. Alan D. Hertzberg

No. GD-24-000927

**PLAINTIFF’S UNOPPOSED  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT**

Filed on behalf of Plaintiff Claire Van  
Treeck

Counsel of Record for this Party:

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**PLEASE TAKE NOTICE THAT**, upon the declaration of Jessie T. Montague sworn February 5, 2026, and their accompanying exhibits, the memorandum of law in support of this motion, and upon all prior proceedings, pleadings, and filings in the above-captioned action, Named Plaintiff Claire Van Treeck will move this Court on February 23, 2026, at 1:00 p.m. in the Court of Common Pleas of Allegheny County, Pennsylvania, 414 Grant Street, Pittsburgh, PA 15219, Courtroom 816, before the Honorable Alan D. Hertzberg, for an Order under Pennsylvania Rules of Civil Procedure: (1) finally certifying, for purposes of the Settlement only, the following Settlement Class:

All Robert Morris University students who satisfied their payment obligations to RMU for the Spring 2020 semester 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 at the beginning of the Spring 2020 semester.

(2) confirming that the notice plan approved by the Court in its October 22, 2025, Preliminary Approval Order has been fully and sufficiently executed; (3) finally appointing Named Plaintiff

Claire Van Treeck as Settlement Class Representative; (4) finally appointing Nicholas A. Colella and Patrick D. Donathen of Lynch Carpenter, LLP and Michael A. Tompkins and Anthony M. Alesandro of Leeds Brown Law, P.C. to act on behalf of the Settlement Class and the Settlement Class Representative with respect to the Settlement; (5) entering the proposed final judgment; and (6) granting such other and further relief as may be just and appropriate.

Dated: February 13, 2026

Respectfully submitted,

/s/ Nicholas A. Colella  
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Class*

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**[PROPOSED] FINAL APPROVAL ORDER**

On October 22, 2025, this Court entered an order granting preliminary approval (the “Preliminary Approval Order”) of the Settlement between the Plaintiff Claire Van Treeck, on behalf of herself and the Settlement Class, and Defendant Robert Morris University (“RMU”) as memorialized in Settlement Agreement and Release dated July 30, 2025 (Dkt. No. 14, Ex. 1);<sup>1</sup>

On December 5, 2025, pursuant to the notice requirements set forth in the Settlement and in the Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of the Action, the terms of the Settlement, and their rights to request exclusion, object, and/or appear at the final approval hearing;

On January 5, 2026, Class Counsel filed their Application for Attorneys’ Fees, Costs, and Expenses and Case Contribution Award to Settlement Class Representative and accompanying Memorandum of Law and supporting exhibits (“Fee Application”), and, on February 13, 2026, Plaintiffs filed their Motion for Final Approval of the Class Action Settlement (“Final Approval Motion”) and accompanying Memorandum of Law and supporting exhibits; and

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<sup>1</sup> The capitalized terms used in this Final Approval Order shall be construed according to their meaning as defined in the Settlement except as may otherwise be indicated.

On February 23, 2026, the Court held a final approval hearing to determine, *inter alia*: (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered dismissing all claims in the Complaint with prejudice. Prior to the final approval hearing, Class Counsel filed a declaration from the Settlement Administrator confirming that the notice plan was completed in accordance with the Parties' instructions and the Preliminary Approval Order. Therefore, the Court is satisfied that Settlement Class Members were properly notified of their right to appear at the final approval hearing in support of or in opposition to the proposed Settlement, the award of attorneys' fees, costs, and expenses, and the payment of a Case Contribution Award.

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Class Counsel and Counsel for RMU, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, adequate, and reasonable, having considered the application made by Class Counsel for attorneys' fees, costs, and expenses, and the application for a Case Contribution Award, and having reviewed the materials in support thereof, and good cause appearing in the record and Plaintiff's Final Approval Motion is **GRANTED**, and Class Counsel's Fee Application is **GRANTED**, and:

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class Members. The Court also has personal jurisdiction over the Parties and the Settlement Class Members.

2. The Settlement was entered into in good faith following arm's-length negotiations and is non-collusive.

3. The Settlement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays and uncertainties, including as to the outcome, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the Settlement.

4. The Court grants final approval of the Settlement, including but not limited to the releases in the Settlement and the plans for distribution of the settlement relief. The Court finds that the Settlement is in all respects fair, reasonable, and in the best interest of the Settlement Class. Therefore, all Settlement Class Members who have not opted out are bound by the Settlement and this Final Approval Order.

5. The Settlement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth herein and shall have the full force of an Order of this Court.

6. The Parties shall effectuate the Settlement in accordance with its terms.

#### **Objections and Opt Outs**

7. There have been zero (0) objections filed by Settlement Class Members.

8. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to by appeal, collateral attack, or otherwise.

9. There have been zero (0) Settlement Class Members who have excluded themselves from the Settlement.

### **Notice to the Class**

10. The Court finds that the notice plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied Pa. R. Civ. P. 1712 and 1714, the constitutional requirement of due process, and any other legal requirements, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the Final Approval Hearing, and satisfied the other requirements of the Pennsylvania Rules of Civil Procedure and all other applicable laws.

### **Class Certification**

11. For purposes of the Settlement and this Final Approval Order, the Court hereby finally certifies for settlement purposes only the following Settlement Class:

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.

The Settlement Class specifically excludes: 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.

12. The Court determines that for settlement purposes the Settlement Class meets all the requirements of Pa. R. Civ. P. 1702, 1708, and 1709, namely that the class is so numerous that joinder of all members is impracticable; that there are common issues of law and fact; that the claims of the class representatives are typical of absent class members; that the class

representatives will fairly and adequately protect the interests of the class, as they have no interests antagonistic to or in conflict with the class and have retained experienced and competent counsel to prosecute this matter; and that a class action is a fair and efficient method for adjudicating this controversy.

13. The Court grants final approval to the appointment of Claire Van Treeck as Settlement Class Representative. The Court concludes that the Settlement Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

14. The Court grants final approval to the appointment of Nicholas A. Colella and Patrick D. Donathen of Lynch Carpenter LLP, and Michael Tompkins and Anthony Alesandro of Leeds Brown Law, P.C. as Class Counsel. The Court concludes that Class Counsel have adequately represented the Settlement Class and will continue to do so.

**Award of Attorneys' Fees, Costs, and Expenses and Service Awards**

15. The Court has considered Class Counsel's Fee Application.

16. Pursuant to Rule 1717 and applicable caselaw, the Court awards Class Counsel \$315,896.41 as an award of reasonable attorneys' fees and \$3,752.72 in reimbursement of reasonable expenses in accordance with the Settlement. The Court finds this amount of fees, costs, and expenses to be fair and reasonable in light of: (1) the time and effort reasonably expended by Class Counsel in the litigation; (2) the quality of the services rendered; (3) the results achieved and benefits conferred upon the Settlement Class; (4) the magnitude, complexity, and uniqueness of the litigation, and (5) the fact that Class Counsel provided their services on a contingency fee basis. This award of attorneys' fees, costs, and expenses shall be paid in accordance with the Settlement. This award of attorneys' fees, costs, and expenses is independent of the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement.

17. The Court grants Class Counsel's request for a Case Contribution Award of \$2,500 to Settlement Class Representative. The Court finds that this payment is justified by her service to the Settlement Class. This Case Contribution Award shall be paid in accordance with the Settlement.

### **Other Provisions**

18. The Parties to the Settlement shall carry out their respective obligations thereunder.

19. Within the time period set forth in the Settlement, the relief provided for in the Settlement shall be made available to Settlement Class Members, pursuant to the terms and conditions of the Settlement.

20. 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.

21. This Final Approval Order and the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against RMU of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of RMU or of the validity or certifiability for litigation of any claims that have been, or could have been, asserted in the Action.

22. This Final Approval Order, the Settlement, and all acts, statements, documents, and proceedings relating to the Settlement shall not be offered, received, or admissible in evidence in any action or proceeding, or be used in any way as an admission, concession or evidence of any liability or wrongdoing of any nature or that Plaintiff, any Settlement Class Member, or any other person has suffered any damage; provided, however, that nothing in the foregoing, the Settlement, or this Final Approval Order shall be interpreted to prohibit the use of the Settlement or this Final Approval Order in a proceeding to consummate or enforce the Settlement or this Final Approval Order, or to defend against the assertion of any the Released Claims in any other proceeding, or as otherwise required by law.

23. The Settlement's terms shall be forever binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings as to the Released Claims (and other prohibitions set forth in this Final Approval Order and Judgment) that are brought, initiated, or maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order.

24. The Court hereby dismisses the Action and Complaint and all claims therein on the merits and with prejudice, without fees or costs to any Party except as provided in this Final Approval Order.

**DONE AND ORDERED** in on this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Alan D. Hertzberg, J.

**CERTIFICATE OF SERVICE**

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

James A. Keller, Esq.  
John A. Marty, Esq.  
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*Counsel for Defendant Robert Morris University*

/s/ Nicholas A. Colella  
Nicholas A. Colella

**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