

**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

**PLAINTIFF’S MOTION FOR  
PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT,  
CONDITIONAL CLASS  
CERTIFICATION, AND FOR  
AUTHORIZATION OF CLASS  
NOTICE**

Filed on behalf of Plaintiff: CLAIRE  
VAN TREECK

Counsel of Record for this Party:

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CERTIFICATION, AND FOR AUTHORIZATION OF CLASS NOTICE**

**PLEASE TAKE NOTICE THAT**, upon the accompanying exhibits and memorandum of law, and upon all prior proceedings, pleadings, and filings in the above-captioned action, Named Plaintiff Claire Van Treeck moves for an Order:

- (1) Preliminarily approving the proposed Settlement on behalf of the Settlement Class Members according to the terms of the Settlement Agreement;
- (2) Conditionally certifying, for purposes of the Settlement 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.

Excluded from the Settlement Class is: all students who had their tuition and fee obligations completely funded 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.

- (3) Preliminarily appointing Named Plaintiff Claire Van Treeck as Settlement Class Representative;
- (4) Preliminarily 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. as Class Counsel to act on behalf of the Settlement Class and the Settlement Class Representative with respect to the Settlement;
- (5) Approving the Parties' proposed settlement procedure and authorizing class notice, including approving the Parties' selection of RG/2 Claims Administration LLC as Settlement Administrator and approving the Parties' proposed schedule;
- (6) Entering the proposed Order Preliminarily Approving the Proposed Settlement and Provisionally Certifying the Proposed Settlement Class, attached as Exhibit A to the Settlement Agreement; and
- (7) Granting such other and further relief as may be just and appropriate.

Dated: August 13, 2025

Respectfully submitted,

/s/ Nicholas A. Colella

Nicholas A. Colella  
(PA ID NO. 332699)

Patrick D. Donathen  
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Class*

**IN THE COURT OF COMMON PLEAS OF  
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CLAIRE VAN TREECK, *on behalf of herself  
and all others similarly situated,*

Case No. GD-24-000927

PLAINTIFF,

v.

ROBERT MORRIS UNIVERSITY,

DEFENDANT.

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION TO  
PRELIMINARILY APPROVE CLASS ACTION SETTLEMENT, CERTIFY THE  
CLASS, APPOINT CLASS COUNSEL, APPROVE PROPOSED CLASS NOTICE,  
AND SCHEDULE A FINAL APPROVAL HEARING**

**WHEREAS**, Plaintiff Claire Van Treeck (“Plaintiff” or “Named Plaintiff”), individually and as representative of the class defined below, and Defendant Robert Morris University (“Defendant” or “RMU”) (and with Plaintiff, the “Parties”) have entered into a Settlement Agreement and Release that was stipulated to on July 30, 2025, which, if approved, would resolve this class action (“Action”).

**WHEREAS**, Plaintiff has filed a motion for preliminary approval of the proposed settlement (“Settlement”) set forth in the Settlement Agreement, which RMU does not oppose, and the Court has reviewed and considered the motion, the supporting brief, the supporting declarations, the Settlement Agreement, and all exhibits thereto, including the proposed class notices (hereinafter, the “Notices”), and finds there is sufficient basis for granting preliminary approval of the Settlement, directing that the Short Form Notice be disseminated to the class, and setting a hearing at which the Court will consider whether to grant final approval of the Settlement;

**NOW, THEREFORE**, pursuant to 231 Pa. Code 1700 *et. seq.*, upon the agreement of the Parties, and after consideration of the Settlement and its exhibits,

**IT IS HEREBY ORDERED** that:

1. Unless otherwise defined herein, defined terms used in this Order have the same meaning as defined in the Settlement Agreement.

2. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Settlement Agreement and the exhibits attached thereto, are preliminarily approved pending a Final Approval Hearing on the Settlement as provided herein.

3. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class Members set forth below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class Members without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to be disseminated to the Settlement Class Members; (c) meets all applicable requirements of law; and (d) is not a finding or admission of liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

5. For purposes of the proposed Settlement only, the Court preliminarily finds and determines that the Action may proceed as a class action pursuant to the Pennsylvania Rules of Civil Procedure, and provisionally certifies 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.

Excluded from the Settlement Class 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.

6. For purposes of the proposed Settlement only, the Court preliminarily finds and determines, pursuant the Pennsylvania Rules of Civil Procedure, as follows: (a) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class, and those questions predominate over any individual questions; (c) the claims of Named Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Named Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) a class action provides a fair and efficient method for adjudication of the controversy in this Action.

7. For purposes of the proposed Settlement only, the Court preliminarily appoints Named Plaintiff Claire Van Treeck as Settlement Class Representative.

8. For purposes of the proposed Settlement only, the Court preliminarily appoints 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. as Class Counsel to act on behalf of the Settlement Class and the Settlement Class Representative with respect to the Settlement. The Court preliminarily authorizes Class Counsel to enter into the Settlement on behalf of the Settlement Class Representative and the Settlement Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court of the Settlement.

9. The Court appoints the firm of RG/2 Claims Administration LLC to administer the Notice procedure and distribute the Net Settlement Fund, under the supervision of Class Counsel.

10. Having reviewed the proposed Short Form Notice of Proposed Class Action Settlement and Hearing (“Short Form Notice”), and the proposed Long Form Notice of Proposed Class Action Settlement and Hearing (“Long Form Notice”), submitted by the Parties as Exhibits A-1 and A-2 to the Settlement, the Court approves, as to form and content, such Notices.

11. Within thirty (30) days after the entry of this Order, RMU shall produce to the Settlement Administrator a list from the University Registrar’s records that includes the names and last known email and postal addresses, to the extent available, belonging to all Settlement Class Members.

12. Within forty-five (45) days after the entry of this Order, the Settlement Administrator shall send, via email to persons listed on the Class List, the Short Form Notice substantially in the form submitted to the Court; and if an email address is not listed for a



Settlement Class Member on the Class List, such Short Form Notice shall be sent by the Settlement Administrator to the Settlement Class Member's last known mailing address via U.S. mail.

13. No later than forty-five (45) days after the entry of this Order, and before the issuance of the Short Form Notice, the Settlement Administrator shall establish the Settlement Website, which shall include, when available, in downloadable format, the following: (i) the Long Form Notice; (ii) the Preliminary Approval Order (when entered); (iii) the Settlement Agreement (including all exhibits); (iv) a Question and Answer section agreed to by the Parties anticipating and answering Settlement-related questions from prospective class members; (v) contact information for the Settlement Administrator, including a toll free number, as well as Settlement Class Counsel; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall allow Settlement Class Members to provide an updated mailing address to receive a paper check, or to elect to receive their Settlement Benefit via Venmo or PayPal.

14. Prior to the Final Approval Hearing, in connection with the motion for final approval of the Settlement, Class Counsel shall serve and file a sworn statement from the Settlement Administrator evidencing compliance with the provisions set forth above concerning the distribution of Notice to the Settlement Class.

15. No later than sixty (60) days after the entry of this Order, and until the date the Final Judgment is entered, RMU shall provide a link to the Settlement Website on RMU's website.

16. The Court finds and determines that (a) emailing or mailing the Short Form Notice, (b) posting of the Long Form Notice on the Settlement Website, and (c) posting a link to the Settlement Website on RMU's website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in

the Notices to all persons entitled to receive such Notices, and fully satisfy the requirements of due process and all other applicable laws and rules.

17. Any person falling within the definition of the Settlement Class may, upon request, be excluded or “opt-out” from the Settlement Class. No Settlement Class Member may both opt-out of the Settlement and object to the Settlement; a Settlement Class Member must decide whether to opt-out of the Settlement or to object.

18. Any person who desires to request exclusion from the Settlement Class must submit a written request for exclusion in the form and manner required by the Long Form Notice. Such written request for exclusion must be mailed to the Settlement Administrator such that it is postmarked no later than forty-five (45) days after the issuance of the Short Form Notice (the “Objection/Exclusion Deadline”).

19. All persons who submit valid and timely written requests for exclusion as set forth in this Order and the Long Form Notice shall have no rights under the Settlement, shall not share in the distribution of the Settlement Fund, and shall not be bound by the Settlement or any Final Judgment entered in this Action.

20. Any motion for final approval of the Settlement and final certification of the Settlement Class for settlement purposes only, shall be filed by Class Counsel, in coordination with RMU’s Counsel, no later than ten (10) days prior to the Final Approval Hearing.

21. No less than seventy-five (75) days following the issuance of the Short Form Notice (or 120 days from the date of this Order), this Court will hold a hearing in the Court of Common Pleas of Allegheny County, Pennsylvania, 414 Grant Street, Pittsburgh, PA 15219, Courtroom \_\_\_, at \_\_\_\_\_ on \_\_\_\_\_, 2025 (“Final Approval Hearing”), to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Settlement Class;

(b) whether the proposed manner of distribution of the Net Settlement Fund should be approved as fair, reasonable, and adequate to the Settlement Class; (c) whether to approve the application of Class Counsel for an award of Attorneys' Fees and Litigation Expenses; (d) whether to approve the payment of a Case Contribution Award to the Settlement Class Representative; (e) whether a Final Judgment should be entered; and (f) any other matters that may properly be brought before the Court in connection with the Settlement. The Final Approval Hearing is subject to continuation or adjournment by the Court without further notice to the Settlement Class. The Final Approval Hearing may be held in person, telephonically, or remotely via Zoom or other electronic platform without further notice. The Settlement Administrator shall post information about the Final Approval Hearing on the Settlement Website, and any interested persons should check the Settlement Website for any changes to the date of the Final Approval Hearing or the manner in which it will be held.

22. Any Settlement Class Member who has not timely opted out of the Settlement may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Settlement Class Member does not enter an appearance, they will be represented by Class Counsel.

23. Any Settlement Class Member who has not timely opted out of the Settlement may object to the Settlement, the manner of distribution of the Net Settlement Fund, the application for Case Contribution Award, the Fee Award, and/or the Litigation Expense Award, or may appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a Final Judgment should not be entered thereon, why the Case Contribution Award should not be approved, or why the Fee Award or

Litigation Expense Award should not be approved. Any such objection must be in the form and manner required by the Long Form Notice.

24. No Settlement Class Member or other person will be heard on such matters unless they have postmarked no later than the Objection/Exclusion Deadline a written objection that: (a) states that the person objecting is a Settlement Class Member; (b) includes the name, address, email, and telephone number of the Settlement Class Member objecting; (c) is personally signed by the objecting Settlement Class Member; (d) contains a statement that includes all objections, states whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and states the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); (e) includes a statement of whether the objector intends to appear at the Final Approval Hearing, with or without counsel; and (f) is otherwise in the form and manner required by the Long Form Notice. Such written objections, briefs, papers, and statements must be filed with the Court, and copies must be delivered by mail, hand, or overnight delivery services at the same time to the following counsel:

Nicholas A. Colella  
LYNCH CARPENTER, LLP  
1133 Penn Avenue, 5th Floor  
Pittsburgh, PA 15222

-and-

Anthony M. Alesandro  
LEEDS BROWN LAW, P.C.  
One Old Country Road, Suite 347  
Carle Place, NY 11514

*Class Counsel*

James A. Morsch  
SAUL EWING LLP  
1500 Market St., 38th Fl.  
Philadelphia, PA 19102

*Counsel for Robert Morris University*

25. If a Settlement Class Member objects to the Settlement and the Settlement is nonetheless approved by the Court, then the objecting Settlement Class Member is a member of the Settlement Class and will receive their share of the Net Settlement Fund.

26. If any Settlement Class Member does not make an objection in the form and manner set forth above and in the Long Form Notice, such Settlement Class Member shall be deemed to have waived any objections and shall be forever barred from raising such objections in this Action or any other action or proceeding, absent further order of the Court.

27. This Order shall constitute a “judicial order” within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. § 99.31(a)(9), sufficient to compel RMU to provide the “Class List” and other student information required for distribution of the Settlement Fund to Class Counsel and the Settlement Administrator in accordance with this Order.

28. Upon the Effective Date set forth in Paragraph 1(g) of the Settlement Agreement, the Releasing Settlement Class Parties shall have fully, finally, and forever released all Released Claims against the Released RMU Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Released RMU Parties.

29. Upon the Effective Date set forth in Paragraph 1(g) of the Settlement Agreement, only persons who are Settlement Class Members shall have rights in the distribution of the Settlement Fund created by the Settlement, except as provided in the Settlement.

30. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant to the Settlement or further order of the Court.

31. The application for attorneys' fees and litigation expenses must be filed at least fourteen (14) days prior to the Objection/Exclusion Deadline.

**Further Matters**

32. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement.

33. Members of the Settlement Class shall be bound by all determinations and judgments concerning the Settlement and Final Judgment as to the same, whether favorable or unfavorable.

34. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement. The Court may approve the Settlement with such modifications as may be agreed by the Parties, if appropriate, without further Notice to the Settlement Class.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Alan D. Hertzberg

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served via email  
on August 13, 2025 upon the following:

James A. Keller, Esq.  
John A. Marty, Esq.  
SAUL EWING LLP  
Centre Square West  
1500 Market Street, 38th Floor  
Philadelphia, PA 19102-2186  
James.Keller@saul.com  
John.Marty@saul.com

/s/ Nicholas A. Colella  
Nicholas A. Colella

# Exhibit 1



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

CLAIRE VAN TREECK, *on behalf of herself  
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PLAINTIFF,

v.

ROBERT MORRIS UNIVERSITY,

DEFENDANT.

Case No. GD-24-000927

**SETTLEMENT AGREEMENT AND RELEASE**

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## EXHIBITS

Exhibit A: [Proposed] Order Preliminarily Approving Settlement, Certifying the Settlement Class for Settlement Purposes, and Appointing Class Counsel and Class Representative for the Settlement Class

Exhibit A-1: Short Form Notice of Proposed Class Action Settlement and Hearing

Exhibit A-2: Long Form Notice of Proposed Class Action Settlement and Hearing

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement”) is made as of July 30, 2025, by and among the following parties, as hereinafter defined: (1) Claire Van Treeck (“Settlement Class Representative” or “Named Plaintiff”), on behalf of herself and the Settlement Class, by and through Class Counsel in this Action; and (2) Robert Morris University (“RMU”), by and through its attorneys in this Action. The Settlement Class Representative and RMU are individually each a “Party” and collectively, the “Parties.”

### **RECITALS**

On January 24, 2024, Plaintiff Claire Van Treeck filed a class action Complaint in the Court of Common Pleas in Allegheny County styled *Van Treeck v. Robert Morris University*, Case No. GD-24-000924 (the “Action”) (Doc. 1).

The Complaint alleged that Named Plaintiff and putative class members are entitled to refunds of tuition and mandatory fees because, beginning in March 2020 and continuing until the end of the Spring 2020 semester, RMU provided classes remotely in response to the COVID-19 pandemic and related state and local public health mandates and orders. The Complaint alleged that Named Plaintiff and other RMU students who paid tuition and mandatory fees for the Spring 2020 semester and enrolled in at least one class that was meeting in person and on campus prior to March 2020 had an implied contract with RMU that entitled them to in-person instruction, and that by switching to remote education in response to the pandemic and related government shutdown orders, RMU breached that implied contract. Named Plaintiff also contended that RMU’s shift to remote education gave rise to claims of unjust enrichment. Named Plaintiff sought damages representing the prorated portion of the tuition and mandatory fees she paid for the semester, reduced by a purported difference in value between the allegedly contracted-for in-person education and services and the remote education provided, for the portion of time during

the Spring 2020 semester when in-person classes were discontinued and certain facilities were closed by RMU. The Complaint sought certification of a putative class of plaintiffs comprising:

**The Class:**

All Robert Morris University students who satisfied their payment obligations for the Spring Semester 2020 tuition and/or Mandatory Fees, and who were enrolled in at least one in-person on-campus class.

*Id.* ¶ 55. Specifically excluded from the class were “all students who received full RMU-funded scholarships for the Spring 2020 Semester, Defendant, Defendant’s officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and its heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant’s officers.” *Id.* ¶ 56.

Following the filing of the Complaint, the Parties engaged in preliminary discussions regarding the merits and potential early resolution. The Parties exchanged information sufficient to permit Named Plaintiff and Class Counsel to evaluate the claims, potential damages, and RMU’s defenses. The parties then exchanged proposals in an effort to reach a settlement of the Action.

On August 29, 2024, the Parties held a mediation session in front of Honorable 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 negotiated the final terms of the Settlement and its supporting exhibits.

Named Plaintiff believes that the claims asserted in the Action have merit. Nonetheless, Named Plaintiff and Class Counsel recognize that RMU intends to raise factual and legal defenses in the Action that present a risk that Named Plaintiff may not prevail at trial or on appeal. Named Plaintiff and Class Counsel have also taken into account the costs, risks, and delays associated with the continued litigation of the Action, including retention of experts and litigating through trial. Therefore, Named Plaintiff and Class Counsel believe that it is desirable that the Released Claims (defined below) be fully and finally compromised, settled, and resolved with prejudice, and barred under the terms and conditions set forth in this Settlement.

Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue in the Action, Class Counsel have concluded that the terms and conditions of this Settlement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class Members (defined below), and that it is in the best interests of the Settlement Class Members to settle the claims raised in the Action under the terms and conditions set forth in this Settlement.

At all times, RMU has contested each and every claim in the Action, and denied all material allegations of the Action, including any and all allegations of wrongdoing, and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action; RMU would also assert numerous defenses if the Action proceeded further, including to certification of a class that includes graduate students. Nevertheless, taking into account the uncertainty and risks inherent in litigation generally, RMU considers it desirable to resolve the Action on the terms and conditions stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that the Settlement on the terms and conditions set forth herein is in RMU's best interests.

As more fully explained below, neither the Settlement nor any actions taken to carry out the Settlement are intended to be, nor may they be deemed or construed to be, evidence of an admission or concession of liability by any person or entity, or of the validity of any claim, defense, or any point of fact or law by any Party or any of the Released Parties (defined below). All such liability is expressly denied. Neither the Settlement, nor the fact of settlement, nor settlement proceedings, nor the settlement agreement, nor any related document, shall be used as an admission of any fault or omission by RMU or any of the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by RMU or any of the Released Parties in any action or proceeding.

Although the Parties have agreed that a class may be certified for purposes of the Settlement, such certification shall not be binding or have any legal effect if the Settlement is terminated, if the Settlement is ultimately not approved, or if the approval is reversed or modified on appeal, RMU reserves all of its objections to class certification for litigation purposes and does not consent to certification of the proposed Settlement Class for any purpose other than to effectuate the Settlement.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED,** by and among the Parties, by and through their respective counsel, that subject to final approval of the Court, after a hearing as provided for in the Settlement pursuant to Pennsylvania Rules of Civil Procedure, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Action and the Released Claims shall be fully and finally compromised, settled, and released and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in the Settlement.

## **DEFINITIONS**

1. As used in this Settlement, the following terms have the meanings specified below:

(a) **“Action”** means the above-captioned action.

(b) **“Administrative Expenses”** means: (a) the costs, fees, and expenses that are incurred by the Settlement Administrator in connection with providing notice to the Settlement Class and administering the Settlement, including but not limited to, distributing the Net Settlement Fund to the Settlement Class Members; (b) fees and expenses incurred in connection with the escrow account used to administer all monetary aspects of the Settlement; and (c) Taxes.

(c) **“Agreement”** means this agreement and all exhibits, which sets forth all material terms and conditions of the Settlement between the Parties.

(d) **“Case Contribution Award”** means any payments from the Settlement Fund granted by the Court to the Settlement Class Representative.

(e) **“Class Counsel”** means Nicholas A. Colella and Patrick Donathen of Lynch Carpenter, LLP and Michael Tompkins and Anthony M. Alesandro of Leeds Brown Law, P.C.

(f) **“Court”** means the Court of Common Pleas of Allegheny County, Pennsylvania.

(g) **“Effective Date”** means the first date after which all of the following events and conditions have been met or have occurred: (i) the Parties’ counsel have executed the Settlement; (ii) the Court has entered the Preliminary Approval Order; (iii) the Court has entered the Final Judgment; and (iv) the Final Judgment becomes Final.



(h) **“Election Form”** means the form that Settlement Class Members may return to update their mailing address or designate their preferred method for receiving the funds, including physical check, Venmo, or PayPal. In the absence of a Settlement Class Member returning an Election Form, the Settlement Administrator shall mail a physical check to the last known address.

(i) **“Escrow Agent”** means the Settlement Administrator.

(j) **“Fee Award”** means the amount of attorneys’ fees awarded by the Court to Class Counsel from the Settlement Fund.

(k) **“Final”** (with respect to a judgment or any other court order) means: (i) if no appeal is taken, the expiration of the time to file a notice of appeal under the Pennsylvania Rules of Appellate Procedure; or (ii) if an appeal is taken from the judgment or order: (1) the date of final dismissal of any such appeal, or the final dismissal of any proceeding on certiorari or otherwise; or (2) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant.

(l) **“Final Approval Hearing”** means the hearing before the Court where the Parties will request the Final Judgment approving the Settlement to be entered by the Court and the Court will determine the Fee Award and the Case Contribution Awards, and award any Litigation Expenses to Class Counsel.

(m) **“Final Judgment”** means the final judgment and order to be entered by the Court approving the Settlement.

(n) **“Financial Aid”** means RMU-funded or RMU-designated scholarship or grant-funded aid applied to a student’s account, whether or not the aid had a merit component. It also does not include loans or aid provided by outside organizations such as employers, foreign governments, and federal entitlement aid.

(o) **“Litigation Expenses”** means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action.

(p) **“Long Form Notice”** means the Notice of Class Action Settlement and Hearing, substantially in the form attached hereto as Exhibit A-2.

(q) **“Net Settlement Fund”** means the Settlement Fund less any (i) Administrative Expenses, (ii) Fee Award; (iii) Litigation Expenses, and (iii) Case Contribution Awards.

(r) **“Opt-Out Request”** means the written, signed statement that an individual Class Member submits indicating he or she has elected to exclude him or herself (“opt-out”) from the Settlement.

(s) **“Preliminary Approval Order”** means an order granting preliminary approval of the Settlement, substantially in the form attached hereto as Exhibit A.

(t) **“Released Claims”** means 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 definition includes but is not limited to all claims that were brought or could have been brought in the Action.

(u) **“Released RMU Parties”** means RMU and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions, or related corporate entities, and all of their respective current, future, and former employees, officers, directors, shareholders, assigns, agents, trustees, administrators, executors, insurers, attorneys, outside counsel, re-insurers and customers.

(v) **“Released Parties”** means each and any of the Released RMU Parties.

(w) **“Releasing Parties”** means each and any of the Releasing Settlement Class Parties.

(x) **“Releasing Settlement Class Parties”** means the Settlement Class Representative, Class Counsel, and all other Settlement Class Members, and each of their respective current, former, and future heirs, executors, parents, family members, lenders, funders, payors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors,

legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

(y) **“RMU”** means Robert Morris University.

(z) **“RMU’s Counsel”** means Saul Ewing LLP.

(aa) **“Settlement Administrator”** means a qualified settlement administrator retained by Plaintiff but agreeable to RMU.

(bb) **“Settlement Amount”** means the \$947,784.00 consideration to be paid by RMU. The Settlement Amount represents the total extent of RMU’s monetary obligations under this Settlement. The payment of the Settlement Amount by RMU fully discharges all of RMU’s and the other Released Parties’ financial obligations (if any) in connection with the Settlement, meaning that no Released Party, including RMU, shall have any other obligation to make any payment into the Settlement Fund or to any Class Member, or any other person, under this Settlement. In no event shall the total monetary obligation with respect to this Settlement on behalf of any Released Party, including RMU, exceed \$947,784.00.

(cc) **“Settlement Benefit”** means each Settlement Class Member’s share of the Net Settlement Fund.

(dd) **“Settlement Class”** means 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, excluding the following: all students who had their tuition and fee obligations completely funded 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.

(ee) **"Settlement Class Member"** means a person who falls within the definition of the Settlement Class as set forth above in Paragraph 1(dd).

(ff) **"Settlement Class Representative"** means Named Plaintiff Claire Van Treeck.

(gg) **"Settlement Fund"** means the Settlement Amount plus any and all interest earned thereon in an account established and controlled by the Settlement Administrator for the purposes of retaining and distributing the Settlement Fund in accordance with this Settlement and any Court order. The Settlement Fund is intended to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. Interest, if any, earned in the Settlement Fund will become part of the Settlement Fund to be distributed to the Class Members. The costs of establishing and maintaining the Settlement Fund shall be paid from the Settlement Fund.

(hh) **"Settlement Website"** means the website established by the Settlement Administrator to aid in administering the Settlement.

(ii) **"Short Form Notice"** means the notice provided for in Paragraphs 16-18 substantially in the form attached hereto as Exhibit A-1.

(jj) **"Spring 2020 Tuition and Fees"** means any and all tuition and mandatory fees assessed to students by RMU for the Spring 2020 semester and does not include fees for housing or dining services, or items billed as one-time fees for the entire academic career of the student, fees that were assessed at the request of the student, or penalty fees, including but not

limited to document fees, ID card fees, elective Medical Insurance, returned check fees, collection-related fees, late fees, withdrawal fees, flexible spending funds, and disciplinary fees.

(kk) **“Taxes”** means (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the reasonable expenses and costs incurred in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, the reasonable expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes. The Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings.

(ll) **“Uncashed Settlement Checks”** means any checks sent to Settlement Class Members that remain uncashed after a period of one hundred twenty (120) days from the date of distribution of the checks to Settlement Class Members. Excluded from this definition are Replacement Checks issued to Settlement Class Members who request a Replacement Check from the Settlement Administrator pursuant to Paragraph 8 below.

2. The word “or” means “and/or.”
3. The plural includes the singular and vice versa.

#### **RELIEF TO SETTLEMENT CLASS MEMBERS**

4. The Net Settlement Fund will be allocated as follows: 80% of Settlement Class Members and 20% to RMU for use in an unrestricted fund 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.

5. The amounts to be distributed to Settlement Class Members who properly execute and file a timely Opt-Out Request to be excluded from the Settlement Class will be added together and distributed to the Settlement Class Members following the same pro rata method described in Paragraph 4.

6. Each Settlement Class Member's Settlement Benefit will be distributed to that Settlement Class Member automatically, with no action required by that Settlement Class Member.

7. By default, the Settlement Administrator will send the Settlement Benefit to each Settlement Class Member by check mailed to the Settlement Class Member's last known mailing address on file with the University Registrar. The Settlement Administrator will also provide an Election Form via email and through the Settlement Website that Settlement Class Members may visit to (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. Settlement Class Members must submit the above-referenced Election Form no later than forty-five (45) days after the Effective Date.

8. The Settlement Administrator will send the Settlement Benefits, including settlement checks ("Original Checks"), to Settlement Class Members within sixty (60) days of the Effective Date. All Original Checks must be deposited or cashed within 120 days of issuance. Original Checks which are not deposited or cashed within the check cashing period shall be canceled. If the Settlement Administrator is contacted by a Settlement Class Member within one

hundred twenty (120) days after Original Checks are first issued, and the Settlement Class Member has not received his or her check, the Settlement Administrator may, in its discretion, issue a replacement check (“Replacement Check”) and void the Original Check.

9. Within seven (7) days of the Effective Date, the Settlement Administrator shall wire 20% of the Net Settlement Fund to RMU and allocate the remaining 80% of the Net Settlement Fund for distributions to Settlement Class Members consistent with Paragraphs 4-9 above. 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.

### **RELEASE**

10. The Releasing Settlement Class Parties shall be deemed to have, and by operation of law and of the Final Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged all Released Claims against the Released RMU Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Released RMU Parties.

11. The Released Claims include any unknown claims that reasonably could have arisen out of the same facts alleged in the Action that the Releasing Parties do not know or suspect



to exist in their favor at the time of the release, which, if known by them, might have affected their decision to agree to the Settlement, their decision to release the Released Claims, or their decision not to object to the Settlement.

12. With respect to the Released Claims, the Releasing Parties stipulate and agree that, upon the Effective Date, they shall be deemed to have, and by operation of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law in the States of Texas, North Carolina, or any other jurisdiction. Section 1542 of the California Civil Code provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR THE RELEASING PARTY.

Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code as it relates to the Released Claims, the Spring 2020 Semester at RMU, the payment of tuition and/or fees for the Spring 2020 Semester, and the transition to remote instruction during the Spring 2020 Semester.

13. The Releasing Parties may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall

have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, for damages, injunctive relief, rescission, disgorgement, or restitution or any other right, remedy, or relief of every nature and description whatsoever, whether based on federal, state local, statutory, or common law or any other law, rule, or regulation, including the law of any jurisdiction outside the United States, that were brought or could have been brought in the complaints in this Action without regard to subsequent discovery or the existence of different or additional facts.

14. The Releasing Settlement Class Parties agree not to commence any legal or administrative action against any Released RMU Party with respect to any Released Claim, or otherwise assist others in doing so, and agree to be forever barred from doing so, in any court of law, equity, or any other forum.

### **CLASS NOTICE**

15. Within thirty (30) days of the entry of the Preliminary Approval Order, RMU will produce to the Settlement Administrator a list from the University Registrar's records that includes the names and last known email and postal addresses, to the extent available, belonging to all Settlement Class Members (the "Class List").<sup>1</sup> The Class List will be provided to the Settlement Administrator for the sole purpose of the Settlement Administrator performing its obligations pursuant to the Settlement and shall not be used for any other purpose at any time.

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<sup>1</sup> Consistent with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and associated regulations, 34 C.F.R. Part 99 (collectively, "FERPA"), any order granting preliminary or final approval of the Settlement shall constitute a judicial order within the meaning of FERPA, *see* 34 C.F.R. § 99.31(a)(9)(i), and the Settlement and the Court's order shall constitute specific notice of RMU's intention to comply with that order, *see* 34 C.F.R. § 99.31(a)(9)(ii).

16. Following the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form Notice and Election Form substantially in the form attached hereto as Exhibit A-1 via email to persons listed on the Class List. If an email address is not available for a Settlement Class Member, the Short Form Notice will be sent to the Settlement Class Member's last known mailing address via U.S. mail. Unless adjusted by Court order, the sending or mailing of the Short Form Notice shall be completed within forty-five (45) days after the entry of the Preliminary Approval Order. If a Short Form Notice is returned as undeliverable via email, then the Settlement Administrator shall take all reasonable steps to obtain a mailing address, including performing a skip trace, and shall email the Short Form Notice to any other email address obtained or mail Short Form Notice to any physical address. If a Short Form Notice is returned as undeliverable via mail, then the Settlement Administrator shall take all reasonable steps to obtain a mailing address, including requesting such information from RMU, performing a skip trace, and/or remailing the Short Form Notice to any address. The Settlement Administrator shall also mail a Short Form Notice and Election Form to any Class Member who requests them after the initial mailing of Short Form Notice and before the Short Form Notice response deadline. The Settlement Administrator will notify Class Counsel and RMU's Counsel of any Short Form Notices and Election Forms returned as undeliverable after the first mailing, including those returned as undeliverable after any subsequent mailing. All costs of locating Class Members will be paid from the Settlement Fund. To assist in obtaining a more accurate email or physical address for any Class Member, Class Counsel may provide such to the Settlement Administrator to be used for the purposes of mailing of Short Form Notice.

17. The Short Form Notice shall advise the Settlement Class Members of their rights under the Settlement, including the right to be excluded from and/or object to the Settlement or its

terms. The Short Form Notice shall also inform Settlement Class Members that they can access the Long Form Notice on the Settlement Website, which Long Form Notice shall advise the Settlement Class Members of the procedures outlined in Paragraphs 21-28, specifying how to request exclusion from the Settlement or submit an objection to the Settlement.

18. No later than forty-five (45) days after the entry of the Preliminary Approval Order, and before the issuance of the Short Form Notice, the Settlement Administrator shall establish the Settlement Website. The Settlement Website will allow Settlement Class Members to provide an updated mailing address to receive a paper check or to elect to receive their Settlement Benefit via Venmo or PayPal. The Settlement Website shall include, in downloadable format, the following: (i) the Long Form Notice; (ii) the Preliminary Approval Order; (iii) the Settlement (including all of its exhibits); and (iv) any other materials agreed upon by the Parties and/or required by the Court.

19. No later than sixty (60) days after the entry of the Preliminary Approval Order and until the Final Approval Hearing, RMU will inform Settlement Class Members of the settlement by providing a link to the Settlement Website on RMU's website.

20. Prior to the Final Approval Hearing, in connection with the motion for final approval of the Settlement, Class Counsel shall serve and file a sworn statement from the Settlement Administrator evidencing compliance with the provisions of the Preliminary Approval Order concerning the distribution of the Short Form Notice to the Settlement Class.

### **REQUESTS FOR EXCLUSION**

21. A Settlement Class Member may request to be excluded from the Settlement Class by sending an Opt-Out Request to the Settlement Administrator, in care of the address provided in the Long Form Notice, postmarked no later than forty-five (45) days after the issuance of the Short

Form Notice (the “Objection/Exclusion Deadline”), which date shall be included in the Short Form Notice.

22. The Opt-Out Request must:

- (a) include a statement requesting exclusion from the Settlement Class;
- (b) be personally signed by the Settlement Class Member; and
- (c) include the Settlement Class Member’s name, address, telephone number,

email address, and the caption for the Action.

23. An Opt-Out Request that does not include all of the foregoing information in Paragraph 22, that is sent to an address other than that designated in the Long Form Notice, or that is not postmarked within the time specified, shall be invalid and any individual sending such request shall be deemed to remain in the Settlement Class and shall be bound as a Settlement Class Member by the Settlement, if approved by the Court. Any Settlement Class Member who properly elects to be excluded, in compliance with the requirements set forth in Paragraphs 21-22, shall not: (a) be bound by any orders of the Court or the Final Judgment; (b) be entitled to relief under the Settlement; (c) gain any rights by virtue of the Settlement; or (d) be permitted to object to any aspect of the Settlement.

24. A request to be excluded from the Settlement Class must be personal. Any particular Settlement Class Member may not purport to opt other Settlement Class Members out of the Settlement Class on a class or representative basis.

25. RMU has the right to audit the exclusion process for evidence of fraud or error and the Court will be the final arbiter of an exclusion’s validity.

### **OBJECTIONS BY SETTLEMENT CLASS MEMBERS**

26. Any Settlement Class Member may file a written objection to the Settlement, the Case Contribution Awards, and/or the Fee Award. The Settlement Class Member must file their written objection(s) with the Clerk of Court, or via the Court's electronic case filing system if the objection(s) are from a Settlement Class Member represented by counsel, such that they are postmarked no later than the Objection/Exclusion Deadline. Copies must also be sent at the same time via mail, hand, or overnight delivery service to Class Counsel and RMU's Counsel at the addresses set forth below.

27. The written objection(s) must:

- (a) state that the person objecting is a Settlement Class Member;
- (b) include the name, address, email, and telephone number of the Settlement Class Member objecting;
- (c) be personally signed by the objecting Settlement Class Member;
- (d) contain a statement that includes all objections, provides whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and provides the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); and
- (e) include a statement of whether the objector intends to appear at the Final Approval Hearing, with or without counsel.

28. Any Settlement Class Member who fails to timely file a written objection with the Court and/or timely file notice of their intent to appear at the Final Approval Hearing in accordance with the terms of Paragraphs 26-27 and as detailed in the Long Form Notice, with copies to designated counsel for each of the Parties, shall not be permitted to object to the Settlement, the

Case Contribution Awards, and/or the Fee Award at the Final Approval Hearing; shall be foreclosed from seeking any review of the Settlement, the Case Contribution Awards, and/or the Fee Award by appeal or other means; and shall be deemed to have waived their objection(s) and be forever barred from making any such objection(s) in the Action or any other related action or proceeding.

### **SETTLEMENT ADMINISTRATION**

29. The Settlement Administrator shall administer the Settlement and shall act under Class Counsel's supervision and subject to the jurisdiction of the Court. Class Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund, subject to Court approval.

30. The Settlement Administrator shall:
- (a) send Short Form Notice to the Settlement Class Members, as described in Paragraph 16;
  - (b) establish the Settlement Website, as described in Paragraph 18;
  - (c) serve as Escrow Agent for the Settlement Fund;
  - (d) forward to Class Counsel, with copies to RMU's Counsel, all documents and other materials received in connection with the administration of the Settlement promptly upon receipt;
  - (e) receive Opt-Out Requests and other requests from the Settlement Class Members and promptly provide a copy of such requests to Class Counsel and RMU's Counsel upon receipt, including any requests received after the Objection/Exclusion Deadline;
  - (f) provide (at least) weekly reports to Class Counsel and RMU's Counsel, including without limitation, (i) the status of the emailing and physical mailing of the Notices and

Election Forms to Class Members, (ii) the status or progress of the claims administration process, (iii) anticipated or expected distribution of the Settlement Checks, (iv) beginning the second Friday after Notice is mailed to Class Members, the number of Class Members, Objectors, and Opt-outs, and (v) any other aspect of the claims administration process;

(g) following the expiration of the check cashing period for all Uncashed Settlement Checks, submit a final report to Class Counsel and RMU's Counsel that will provide a list of Class Members that have not cashed their checks and the total amount thereof;

(h) make available for inspection by Class Counsel and RMU's Counsel any documentation related to the Settlement submitted to the Settlement Administrator, and any correspondence related to the Settlement sent or received by the Settlement Administrator, at any time upon reasonable notice;

(i) fulfill those obligations described under Paragraph 8 of this Settlement;

(j) provide reports and other information to the Court as the Court may require;

and

(k) undertake other administrative tasks in a rational, responsive, cost effective, and timely manner.

31. The Settlement Administrator shall keep the Class List and all personal information, including the identity and mailing addresses of the Settlement Class Members and Settlement Class Members' tuition, fees, and aid information, confidential and secure from unauthorized access or disclosure, consistent with generally accepted industry standards. The Parties agree that this information may not be used for any purpose other than effectuating the terms of the Settlement or the duties or obligations arising hereunder.



32. The Settlement Administrator shall maintain reasonably detailed records of its activities under the Settlement, including all such records as are required by applicable law, in accordance with its normal business practices, which will be made available to Class Counsel and RMU's Counsel upon request. Should the Court request, the Parties, in conjunction with the Settlement Administrator, shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator.

33. RMU, the Released Parties, and RMU's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Fund to Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

34. No later than seven (7) days after the Preliminary Approval Order, RMU will produce to the Settlement Administrator the tuition and mandatory fees paid and the amount of RMU -backed scholarships/grants received by each Settlement Class Member to facilitate the pro rata distribution of settlement proceeds. No later than thirty (30) days after the Objection/Exclusion Deadline, the Settlement Administrator shall certify jointly to Class Counsel and RMU's Counsel: (a) a list of all Class Members; (b) a list of all objectors; (c) a list of all Class Members who timely submitted an Opt-Out Request; and (d) an estimated calculation of the

Settlement Benefits to Class Members in accordance with the formulas and allocation amounts discussed herein. To the extent that any issues arise, they should be addressed by the Parties. If the issues cannot be resolved, they should be submitted to the Court via the application for Final Approval with designated paragraphs concerning the respective positions of the Parties.

**PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

35. No later than forty-five (45) days from the date of this Settlement and in coordination with RMU's Counsel, Class Counsel will move for preliminary approval of the Settlement, provisional certification of the Settlement Class for settlement purposes only, appointment of Named Plaintiff as Settlement Class Representative, appointment of Class Counsel as counsel for the Settlement Class, and the scheduling of the Final Approval Hearing. Concurrently with the motion for preliminary approval, Class Counsel shall apply to the Court for, and RMU shall agree to, entry of the proposed Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

36. At the time of the submission of the Settlement to the Court as described above, Class Counsel shall request that the Court hold a Final Approval Hearing, which shall be held no less than seventy-five (75) days after the Short Form Notice is disseminated.

37. After the Short Form Notice is disseminated, and no later than ten (10) days before the Final Approval Hearing, Class Counsel, in coordination with RMU's Counsel, shall request and seek to obtain from the Court a Final Judgment which will, among other things:

(a) approve the Settlement as fair, reasonable, and adequate to the Settlement Class, and direct consummation of the Settlement in accordance with the terms and provisions of the Settlement;

- (b) fully and finally dismiss the Action with prejudice, and without costs (except as may be provided herein) to any Party as against any other;
- (c) incorporate the releases set forth above, make the releases effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;
- (d) approve the manner of distribution of the Net Settlement Fund and order that payments be made to Settlement Class Members only in accordance with same;
- (e) award Class Counsel from out of the Settlement Fund such Fee Award and Litigation Expenses as the Court may allow;
- (f) award the Settlement Class Representative from out of the Settlement Fund such Case Contribution Award as the Court may allow; and
- (g) reserve jurisdiction over: (i) implementation of the Settlement and any distribution to Settlement Class Members, pursuant to further orders of the Court; (ii) disposition of the Settlement Fund; (iii) the Action, until each and every act agreed to be performed pursuant to the Settlement shall have been performed, pursuant to further orders of the Court; and (iv) the Parties, for the purpose of enforcing and administering the Settlement.

#### **SETTLEMENT CONSIDERATION**

38. The Settlement Amount shall be the sum of \$947,784.00.00. Within thirty (30) days after the Court enters the Preliminary Approval Order, RMU shall deposit into an escrow account established by the Settlement Administrator / Escrow Agent (the “Escrow Account”), the sum of \$50,000.00 to cover Administrative Expenses. Within thirty (30) days after the Court enters the Final Judgment, RMU shall deposit into the Escrow Account the sum of \$897,784.00. No person or entity shall be liable to pay any amount pursuant to the Settlement except as set forth in this paragraph.

### **USE OF SETTLEMENT FUND**

39. The Settlement Fund shall be used to pay: (a) any Administrative Expenses incurred in accordance with Paragraph 1(b); (b) any Fee Award and Litigation Expenses granted by the Court; and (c) any Case Contribution Awards granted by the Court. The remaining funds, the Net Settlement Fund, shall be distributed to Settlement Class Members and RMU according to Paragraphs 4-9 above.

40. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed as provided in Paragraphs 4–9.

41. Up until the Effective Date, the Escrow Account shall be under the control of the Escrow Agent, on behalf of the Settlement Class Representative, the Settlement Class, and RMU. The Escrow Agent shall cause the Settlement Fund to be invested exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments), except that any cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. The Escrow Agent shall cause all interest on the Escrow Account to be collected and reinvested. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. The Released RMU Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions

executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

42. The Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1. The Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. The Settlement Administrator shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released RMU Parties shall not have any liability or responsibility for any such Taxes. Upon written request, RMU will provide to the Settlement Administrator the statement described in Treasury Regulation § 1.468B-3(e). The Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

43. All Taxes shall be paid out of the Settlement Fund and shall be timely paid pursuant to the disbursement instructions to be set forth in the agreement governing the escrow fund used to administer the Settlement Fund, and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the

Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released RMU Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator with respect to the payment of Taxes.

44. This Settlement is not a claims-made settlement. As of the Effective Date, all rights of RMU in or to the Settlement Fund shall be extinguished, but for RMU's right to receipt of Uncashed Settlement Checks, in the manner described in Paragraph 8, above.

45. Prior to the Effective Date, no disbursements shall be made out of the Settlement Fund except: (a) upon order of the Court; (b) as provided in the Settlement; or (c) to allow the Escrow Agent to pay Administrative Expenses actually incurred or payable, which shall not exceed \$50,000. If, prior to the Effective Date, Administrative Expenses exceed \$50,000, such additional amounts shall be paid only after approval by both Class Counsel and RMU's Counsel, which shall not be unreasonably withheld. After the Effective Date, the Escrow Agent may pay from the Settlement Fund any additional, unpaid Administrative Expenses only after approval by both Class Counsel and RMU's Counsel. The Released RMU Parties are not responsible for, and shall not be liable for, any Administrative Expenses.

46. If the Effective Date does not occur, or if the Settlement is not approved or is voided, terminated, or cancelled pursuant to the terms of the Settlement, the Settlement Class Representative and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with Paragraph 1(b). Any amounts remaining in the Settlement Fund after payment of Administrative Expenses incurred in accordance with Paragraph 1(b), including all interest earned on the Settlement Fund net of any Taxes, shall be returned to RMU. No other person or entity shall have any further claim whatsoever to such amounts.

47. The Net Settlement Fund will be distributed in the manner set forth in Paragraphs 4–9. The manner of distribution of the Net Settlement Fund, as described in Paragraphs 4–9, and the identity of the Settlement Administrator, as described in Paragraph 1(aa), are not necessary terms of the Settlement, and it is not a condition of the Settlement that any particular manner of distribution of the Net Settlement Fund be approved by the Court. The Settlement Class Representative and Class Counsel may not cancel or terminate the Settlement based on the Court’s or any appellate court’s ruling with respect to the manner of distribution of the Net Settlement Fund. Any order or proceeding relating to the manner of distribution of the Net Settlement Fund, or any appeal from any such order, shall not operate to terminate or cancel the Settlement.

48. Payment pursuant to the Final Judgment shall be final and conclusive against all Settlement Class Members who have not opted out of the Settlement Class. Such persons shall be bound by all terms of the Settlement, including the Final Judgment to be entered in this Action, and will be permanently barred and enjoined from bringing any action against the Released RMU Parties with respect to any and all of the Released Claims.

49. No person or entity shall have any claim or cause of action against the Settlement Class Representative, Class Counsel, the Settlement Administrator, or any other agent designated by Class Counsel arising from distributions made substantially in accordance with the Settlement, the manner of distribution of the Net Settlement Fund as approved by the Court, or any order of the Court.

50. The Released RMU Parties shall have no responsibility for, interest in, or liability whatsoever with respect to distribution of the Net Settlement Fund, the payment or withholding of Taxes, the Escrow Account, the Escrow Agent, the Settlement Administrator, Administrative Expenses, or any losses incurred in connection with the foregoing. No person, including the

Settlement Class Representative, Settlement Class Members, and Class Counsel, shall have any claim of any kind against the Released RMU Parties with respect to the matters set forth in this paragraph.

51. Within 15 days after Final Judgment, the Settlement Administrator shall finalize calculations for allocation of the Settlement proceeds and provide a reporting thereof to the Parties. To the extent any issues arise from the calculations, the Parties shall meet and confer to resolve any disputes. To the extent that the Parties are unable to resolve the disputes concerning the calculations, the Parties shall submit the settlement to Judge Rueter for final resolution of the calculations and distributions, subject to the Court's ultimate approval.

**AWARDS FOR ATTORNEYS' FEES AND  
SETTLEMENT CLASS REPRESENTATIVES**

52. Settlement Class Representative may seek, and the Court may award, reasonable Case Contribution Awards to her for her service in the case not to exceed Two Thousand Five Hundred Dollars (\$2,500), which shall come from the Settlement Fund. This shall be in addition to any Settlement Benefit that Settlement Class Representative may receive as a Settlement Class Member. If the Court approves a request for Case Contribution Award, the Settlement Administrator will distribute the Case Contribution Award to the Settlement Class Representative along with her Settlement Benefit no later than sixty (60) days after the Effective Date.

53. No later than fourteen (14) days prior to the Objection/Exclusion Deadline, Class Counsel will apply to the Court for a Fee Award to Class Counsel to be paid from (and out of) the Settlement Fund and not to exceed one-third (33.33%) of the Settlement Fund. In addition to the Fee Award, Class Counsel also will apply to the Court for reimbursement of their Litigation Expenses, which may include a request for reimbursement of the Settlement Class Representative's costs and expenses directly related to their representation of the Settlement Class,



to be paid from (and out of) the Settlement Fund and not to exceed fifty thousand dollars (\$50,000.00).

54. Any Fee Award and Litigation Expenses shall be paid to Class Counsel from the Settlement Fund upon request after entry of an order by the Court awarding such Fee Award and Litigation Expenses. In the event that the Fee Award or award of Litigation Expenses is later vacated, modified, reversed, or rendered void as the result of any appeal, further proceedings on remand, or successful collateral attack, Class Counsel shall repay to the Settlement Fund the amount of the Fee Award and/or Litigation Expenses reversed, vacated, or modified, including any accrued interest. Class Counsel shall make the appropriate refund or repayment in full no later than twenty-one (21) days after: (a) receiving from RMU's Counsel notice of the termination of the Settlement; or (b) any order reversing or modifying the Final Judgment, vacating the Final Judgment, or reducing or reversing the Fee Award or Litigation Expenses has become Final.

55. The granting by the Court of any Case Contribution Award, Fee Award, or Litigation Expenses is not a necessary term of the Settlement, and it is not a condition of the Settlement that any particular Case Contribution Award, Fee Award, or Litigation Expenses be approved by the Court. The Settlement Class Representative and Class Counsel may not cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Case Contribution Award, Fee Award, or Litigation Expenses. Any order or proceeding relating to any Case Contribution Award, Fee Award, or Litigation Expenses, or any appeal from any such order, shall not operate to terminate or cancel the Settlement. However, distribution of all or a portion of the Settlement Fund may be delayed in the event of an appeal concerning any Case Contribution Award, Fee Award or Litigation Expenses.

### **NO ADMISSION OF WRONGDOING**

56. Neither the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, is, may be construed as, or may be used as an admission by or against RMU of any fault, wrongdoing, or liability whatsoever, and RMU has denied all such fault, wrongdoing, and/or liability.

57. Pursuant to Pennsylvania Rule of Evidence 408, entering into or carrying out the Settlement, the exhibits hereto, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession by RMU, and shall not be offered or received into evidence in any action or proceeding against the Released RMU Parties in any court or before any administrative agency or other tribunal for any purpose whatsoever, other than to enforce the provisions of the Settlement or the provisions of any related agreement or exhibit hereto.

### **TERMINATION OF SETTLEMENT**

58. RMU or the Class Representative on behalf of the Settlement Class, shall have the right to terminate this Settlement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Settlement in any material respect; (ii) the Court’s refusal to grant final approval of this Settlement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Superior Court or the Supreme Court; or (v) the date upon which an alternate judgment is modified or reversed in any material respect by the Superior Court or the Supreme Court (each a “Termination Event”). Following the Termination Notice, and as soon as practicable, the Parties shall schedule a

mediation session with Judge Rueter to address in good faith the Termination Event. Termination of this Settlement is not valid until after the parties have reached an impasse at mediation.

59. The Parties agree that, if the number of persons who properly execute and file a timely request for exclusion from the Settlement reaches five (5) percent of the Settlement Class Members, RMU has the unilateral right, in its sole discretion, to declare the Settlement void in its entirety upon notice to Class Counsel.

60. If RMU elects to terminate the Settlement in accordance with the terms set forth herein, the Settlement shall be deemed terminated and cancelled and the provisions of this paragraph shall apply.

61. Within ten (10) business days after written notice is sent by RMU or RMU's Counsel to the Escrow Agent and Class Counsel, the Escrow Agent shall cause the Settlement Fund and all interest earned thereon (subject to the expiration of any time deposit not to exceed ninety (90) days) to be refunded to RMU, less any Administrative Expenses paid or incurred in accordance with the terms of the Settlement.

### **MISCELLANEOUS PROVISIONS**

62. The Settlement may be executed by Class Counsel and RMU's Counsel on behalf of the Parties. All counsel executing the Settlement represent and warrant that they are authorized and empowered to execute the Settlement on behalf of their clients, and that the signature of such counsel is intended to and does legally bind the clients of such counsel.

63. Class Counsel, on behalf of the Settlement Class, are authorized to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement to effectuate its terms. Class Counsel also are authorized to enter into any modifications

or amendments to the Settlement on behalf of the Settlement Class which such counsel deem appropriate.

64. All of the exhibits attached hereto are hereby incorporated by this reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of the Settlement and the terms of any exhibit attached hereto, the terms of the Settlement shall prevail.

65. The Settlement may be amended or modified only by a written instrument signed by or on behalf of the Settlement Class Representative and RMU or their successors-in-interest, except to the extent that any modification would be inconsistent with any order by the Court.

66. The waiver by one Party of any breach of the Settlement by any other Party shall not be deemed a waiver, by that Party or by any other Party to the Settlement, of any other prior or subsequent breach of the Settlement.

67. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

68. The Settlement and its exhibits constitute the entire agreement among the Parties hereto, and no other agreements, representations, warranties, or inducements have been made to any Party concerning the Settlement or its exhibits other than those contained and memorialized in such documents.

69. The Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties shall exchange among themselves signed counterparts. Signatures may be originals, or facsimile or pdf copies.

70. The Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties to the Settlement.

71. The construction, interpretation, operation, effect, and validity of the Settlement and the exhibits hereto shall be governed by and interpreted according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws, except to the extent federal law requires that federal law govern.

72. Any action arising under or to enforce the Settlement or any portion thereof, shall be commenced and maintained only in this Court.

73. The Parties and their counsel agree to use their best efforts, and to take all reasonable steps necessary, to obtain the entry of the Final Judgment, and to effectuate the Settlement. Any such actions taken by the Parties, and any actions taken by the Parties to comply with the Settlement, will be in accordance with federal, state, and/or local law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and associated regulations, 34 C.F.R. Part 99.

74. If any Party is required to give notice to another Party under the Settlement, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to the Settlement Class  
Representative or Class Counsel:

**LYNCH CARPENTER, LLP**

Attn: Nicholas A. Colella  
1133 Penn Ave., Floor 5  
Pittsburgh, PA 15222  
Telephone: (412) 322-9243  
Email: nickc@lcllp.com

**LEEDS BROWN LAW, P.C.**

Attn: Anthony Alesandro  
One Old Country Road, Suite 347  
Carle Place, NY 11514  
Telephone: (516) 873-9550  
Email: aalesandro@leedsbrownlaw.com

If to RMU:

**SAUL EWING LLP**

Attn: James A. Morsch  
Centre Square West  
1500 Market Street, 38<sup>th</sup> Floor  
Philadelphia, PA 19102  
Telephone: (215) 972-7777  
Email: jim.morsch@saul.com

75. The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Settlement Class Representative, and any other Settlement Class Members, against the Released RMU Parties with respect to the Released Claims. Accordingly, Settlement Class Representative and their counsel, and RMU and RMU's Counsel, agree not to assert in any forum that this Action was brought or defended in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect a Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Settlement to be executed, by their duly authorized attorneys, as of the date stated above.

DATED: July 30, 2025

**LYNCH CARPENTER, LLP**

By: /s/ [Signature]  
Nicholas A. Colella  
1133 Penn Ave., Floor 5  
Pittsburgh, PA 15222  
nicke@lcllp.com

**LEEDS BROWN LAW, P.C.**

By: /s/ Anthony Alesandro  
Anthony Alesandro  
One Old Country Road, Suite 347  
Carle Place, NY 11514  
aalesandro@leedsbrownlaw.com

*As Attorneys for Named Plaintiff and the Putative Class*

DATED: July 30, 2025

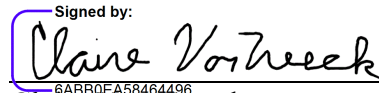
**SAUL EWING LLP**

By: [Signature]  
James A. Morsch  
161 N. Clark Street, Suite 4200  
Chicago, IL 60610  
Jim.morsch@saul.com

*Attorney for Robert Morris University*

*[additional signatures on the next page]*

Dated: 8/6/2025 \_\_\_\_\_

Signed by:  
  
6ABB0EA58464496...  
\_\_\_\_\_  
Claire Van Treeck

***Plaintiff***

Dated: \_\_\_\_\_

\_\_\_\_\_  
[insert]

***Robert Morris University***



Dated: \_\_\_\_\_

\_\_\_\_\_  
Claire Van Treeck

***Plaintiff***

Dated: August 13, 2025

*Renée Cavalovitch*  
Renée Cavalovitch

***Robert Morris University***

# Exhibit A

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

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

Case No. GD-24-000927

PLAINTIFF,

v.

ROBERT MORRIS UNIVERSITY,

DEFENDANT.

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION TO  
PRELIMINARILY APPROVE CLASS ACTION SETTLEMENT, CERTIFY THE  
CLASS, APPOINT CLASS COUNSEL, APPROVE PROPOSED CLASS NOTICE,  
AND SCHEDULE A FINAL APPROVAL HEARING**

**WHEREAS**, Plaintiff Claire Van Treeck (“Plaintiff” or “Named Plaintiff”), individually and as representative of the class defined below, and Defendant Robert Morris University (“Defendant” or “RMU”) (and with Plaintiff, the “Parties”) have entered into a Settlement Agreement and Release that was stipulated to on July 30, 2025, which, if approved, would resolve this class action (“Action”).

**WHEREAS**, Plaintiff has filed a motion for preliminary approval of the proposed settlement (“Settlement”) set forth in the Settlement Agreement, which RMU does not oppose, and the Court has reviewed and considered the motion, the supporting brief, the supporting declarations, the Settlement Agreement, and all exhibits thereto, including the proposed class notices (hereinafter, the “Notices”), and finds there is sufficient basis for granting preliminary approval of the Settlement, directing that the Short Form Notice be disseminated to the class, and setting a hearing at which the Court will consider whether to grant final approval of the Settlement;

**NOW, THEREFORE**, pursuant to 231 Pa. Code 1700 *et. seq.*, upon the agreement of the Parties, and after consideration of the Settlement and its exhibits,

**IT IS HEREBY ORDERED** that:

1. Unless otherwise defined herein, defined terms used in this Order have the same meaning as defined in the Settlement Agreement.

2. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Settlement Agreement and the exhibits attached thereto, are preliminarily approved pending a Final Approval Hearing on the Settlement as provided herein.

3. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class Members set forth below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class Members without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to be disseminated to the Settlement Class Members; (c) meets all applicable requirements of law; and (d) is not a finding or admission of liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

5. For purposes of the proposed Settlement only, the Court preliminarily finds and determines that the Action may proceed as a class action pursuant to the Pennsylvania Rules of Civil Procedure, and provisionally certifies 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.

Excluded from the Settlement Class 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.

6. For purposes of the proposed Settlement only, the Court preliminarily finds and determines, pursuant the Pennsylvania Rules of Civil Procedure, as follows: (a) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class, and those questions predominate over any individual questions; (c) the claims of Named Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Named Plaintiff and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) a class action provides a fair and efficient method for adjudication of the controversy in this Action.

7. For purposes of the proposed Settlement only, the Court preliminarily appoints Named Plaintiff Claire Van Treeck as Settlement Class Representative.

8. For purposes of the proposed Settlement only, the Court preliminarily appoints 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. as Class Counsel to act on behalf of the Settlement Class and the Settlement Class Representative with respect to the Settlement. The Court preliminarily authorizes Class Counsel to enter into the Settlement on behalf of the Settlement Class Representative and the Settlement Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court of the Settlement.

9. The Court appoints the firm of RG/2 Claims Administration LLC to administer the Notice procedure and distribute the Net Settlement Fund, under the supervision of Class Counsel.

10. Having reviewed the proposed Short Form Notice of Proposed Class Action Settlement and Hearing (“Short Form Notice”), and the proposed Long Form Notice of Proposed Class Action Settlement and Hearing (“Long Form Notice”), submitted by the Parties as Exhibits A-1 and A-2 to the Settlement, the Court approves, as to form and content, such Notices.

11. Within thirty (30) days after the entry of this Order, RMU shall produce to the Settlement Administrator a list from the University Registrar’s records that includes the names and last known email and postal addresses, to the extent available, belonging to all Settlement Class Members.

12. Within forty-five (45) days after the entry of this Order, the Settlement Administrator shall send, via email to persons listed on the Class List, the Short Form Notice substantially in the form submitted to the Court; and if an email address is not listed for a

Settlement Class Member on the Class List, such Short Form Notice shall be sent by the Settlement Administrator to the Settlement Class Member's last known mailing address via U.S. mail.

13. No later than forty-five (45) days after the entry of this Order, and before the issuance of the Short Form Notice, the Settlement Administrator shall establish the Settlement Website, which shall include, when available, in downloadable format, the following: (i) the Long Form Notice; (ii) the Preliminary Approval Order (when entered); (iii) the Settlement Agreement (including all exhibits); (iv) a Question and Answer section agreed to by the Parties anticipating and answering Settlement-related questions from prospective class members; (v) contact information for the Settlement Administrator, including a toll free number, as well as Settlement Class Counsel; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall allow Settlement Class Members to provide an updated mailing address to receive a paper check, or to elect to receive their Settlement Benefit via Venmo or PayPal.

14. Prior to the Final Approval Hearing, in connection with the motion for final approval of the Settlement, Class Counsel shall serve and file a sworn statement from the Settlement Administrator evidencing compliance with the provisions set forth above concerning the distribution of Notice to the Settlement Class.

15. No later than sixty (60) days after the entry of this Order, and until the date the Final Judgment is entered, RMU shall provide a link to the Settlement Website on RMU's website.

16. The Court finds and determines that (a) emailing or mailing the Short Form Notice, (b) posting of the Long Form Notice on the Settlement Website, and (c) posting a link to the Settlement Website on RMU's website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in

the Notices to all persons entitled to receive such Notices, and fully satisfy the requirements of due process and all other applicable laws and rules.

17. Any person falling within the definition of the Settlement Class may, upon request, be excluded or “opt-out” from the Settlement Class. No Settlement Class Member may both opt-out of the Settlement and object to the Settlement; a Settlement Class Member must decide whether to opt-out of the Settlement or to object.

18. Any person who desires to request exclusion from the Settlement Class must submit a written request for exclusion in the form and manner required by the Long Form Notice. Such written request for exclusion must be mailed to the Settlement Administrator such that it is postmarked no later than forty-five (45) days after the issuance of the Short Form Notice (the “Objection/Exclusion Deadline”).

19. All persons who submit valid and timely written requests for exclusion as set forth in this Order and the Long Form Notice shall have no rights under the Settlement, shall not share in the distribution of the Settlement Fund, and shall not be bound by the Settlement or any Final Judgment entered in this Action.

20. Any motion for final approval of the Settlement and final certification of the Settlement Class for settlement purposes only, shall be filed by Class Counsel, in coordination with RMU’s Counsel, no later than ten (10) days prior to the Final Approval Hearing.

21. No less than seventy-five (75) days following the issuance of the Short Form Notice (or 120 days from the date of this Order), this Court will hold a hearing in the Court of Common Pleas of Allegheny County, Pennsylvania, 414 Grant Street, Pittsburgh, PA 15219, Courtroom \_\_\_, at \_\_\_\_\_ on \_\_\_\_\_, 2025 (“Final Approval Hearing”), to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Settlement Class;



(b) whether the proposed manner of distribution of the Net Settlement Fund should be approved as fair, reasonable, and adequate to the Settlement Class; (c) whether to approve the application of Class Counsel for an award of Attorneys' Fees and Litigation Expenses; (d) whether to approve the payment of a Case Contribution Award to the Settlement Class Representative; (e) whether a Final Judgment should be entered; and (f) any other matters that may properly be brought before the Court in connection with the Settlement. The Final Approval Hearing is subject to continuation or adjournment by the Court without further notice to the Settlement Class. The Final Approval Hearing may be held in person, telephonically, or remotely via Zoom or other electronic platform without further notice. The Settlement Administrator shall post information about the Final Approval Hearing on the Settlement Website, and any interested persons should check the Settlement Website for any changes to the date of the Final Approval Hearing or the manner in which it will be held.

22. Any Settlement Class Member who has not timely opted out of the Settlement may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Settlement Class Member does not enter an appearance, they will be represented by Class Counsel.

23. Any Settlement Class Member who has not timely opted out of the Settlement may object to the Settlement, the manner of distribution of the Net Settlement Fund, the application for Case Contribution Award, the Fee Award, and/or the Litigation Expense Award, or may appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a Final Judgment should not be entered thereon, why the Case Contribution Award should not be approved, or why the Fee Award or

Litigation Expense Award should not be approved. Any such objection must be in the form and manner required by the Long Form Notice.

24. No Settlement Class Member or other person will be heard on such matters unless they have postmarked no later than the Objection/Exclusion Deadline a written objection that: (a) states that the person objecting is a Settlement Class Member; (b) includes the name, address, email, and telephone number of the Settlement Class Member objecting; (c) is personally signed by the objecting Settlement Class Member; (d) contains a statement that includes all objections, states whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and states the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); (e) includes a statement of whether the objector intends to appear at the Final Approval Hearing, with or without counsel; and (f) is otherwise in the form and manner required by the Long Form Notice. Such written objections, briefs, papers, and statements must be filed with the Court, and copies must be delivered by mail, hand, or overnight delivery services at the same time to the following counsel:

Nicholas A. Colella  
LYNCH CARPENTER, LLP  
1133 Penn Avenue, 5th Floor  
Pittsburgh, PA 15222

-and-

Anthony M. Alesandro  
LEEDS BROWN LAW, P.C.  
One Old Country Road, Suite 347  
Carle Place, NY 11514

*Class Counsel*

James A. Morsch  
SAUL EWING LLP  
1500 Market St., 38th Fl.  
Philadelphia, PA 19102

*Counsel for Robert Morris University*

25. If a Settlement Class Member objects to the Settlement and the Settlement is nonetheless approved by the Court, then the objecting Settlement Class Member is a member of the Settlement Class and will receive their share of the Net Settlement Fund.

26. If any Settlement Class Member does not make an objection in the form and manner set forth above and in the Long Form Notice, such Settlement Class Member shall be deemed to have waived any objections and shall be forever barred from raising such objections in this Action or any other action or proceeding, absent further order of the Court.

27. This Order shall constitute a “judicial order” within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. § 99.31(a)(9), sufficient to compel RMU to provide the “Class List” and other student information required for distribution of the Settlement Fund to Class Counsel and the Settlement Administrator in accordance with this Order.

28. Upon the Effective Date set forth in Paragraph 1(g) of the Settlement Agreement, the Releasing Settlement Class Parties shall have fully, finally, and forever released all Released Claims against the Released RMU Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Released RMU Parties.

29. Upon the Effective Date set forth in Paragraph 1(g) of the Settlement Agreement, only persons who are Settlement Class Members shall have rights in the distribution of the Settlement Fund created by the Settlement, except as provided in the Settlement.

30. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant to the Settlement or further order of the Court.

31. The application for attorneys' fees and litigation expenses must be filed at least fourteen (14) days prior to the Objection/Exclusion Deadline.

**Further Matters**

32. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement.

33. Members of the Settlement Class shall be bound by all determinations and judgments concerning the Settlement and Final Judgment as to the same, whether favorable or unfavorable.

34. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement. The Court may approve the Settlement with such modifications as may be agreed by the Parties, if appropriate, without further Notice to the Settlement Class.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Alan D. Hertzberg

# Exhibit A-1

## **Subject: NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

PLEASE READ THIS NOTICE CAREFULLY. If you were a student enrolled at Robert Morris University (“RMU” or “University”) during the Spring 2020 semester, and satisfied your tuition and/or mandatory fee payment obligation to RMU for the Spring 2020 semester, you may be eligible to receive a payment as part of a proposed settlement of *Van Treeck v. Robert Morris University*, Civil Action No. GD-24-927 (Pa. Ct. Com. Pl., Allegheny Cty.) (the “Action”).

In this Action, Plaintiff alleged RMU breached a contract when it transitioned to remote learning in response to the COVID-19 pandemic. Plaintiff also alleged that RMU’s shift to remote learning gave rise to a claim of unjust enrichment. Plaintiff sought a refund of a portion of the tuition and mandatory fees for the Spring 2020 semester. RMU denies all allegations of wrongdoing, and there has been no finding of liability in any court. However, considering the interest of both RMU and its students in prompt resolution of the matter, RMU and Plaintiff have agreed that RMU will pay \$947,784 into a Settlement Fund to resolve the Action.

**Am I a Class Member?** If you were a student enrolled at RMU during the Spring 2020 semester; satisfied your payment obligation of tuition and/or mandatory fees to RMU for the Spring 2020 semester; and were enrolled for the Spring 2020 semester in at least one class that was meeting in person and on campus at the beginning of the Spring 2020 semester; then **you are part of the proposed settlement class (a “Settlement Class Member”).** **If you are a Settlement Class Member, you do not have to do anything to participate in and receive the benefits of the proposed Settlement.**

**How Do I Get a Payment?** Your payment will be sent automatically by first class U.S. Mail to your last known mailing address on file with the University Registrar. Class Members will also have the option to visit the Settlement Website at [www.PLACEHOLDER.com](http://www.PLACEHOLDER.com) to choose one of the following selections: (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. This action must be taken no later than forty-five (45) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing, currently scheduled for [DATE].

By participating in the proposed Settlement, you release your right to bring any claim covered by the proposed Settlement, including bringing any claim related to RMU’s transition to remote learning in the Spring 2020 semester, or joining any other action against RMU related to RMU’s transition to remote learning in the Spring 2020 semester.

**What Are My Other Options?** If you do not want to participate in this proposed Settlement—meaning you do not want to receive the Settlement Benefit, and you do not want to be bound by any judgment entered in this case—you may exclude yourself by mailing a signed opt-out request to the Settlement Administrator, which must be postmarked no later than [OPT-OUT DATE]. Be aware that the statute of limitations may impact your ability to file a claim. If you instead want to object to this proposed Settlement because you think it is not fair, adequate, or

reasonable, you may submit an objection, which also must be postmarked no later than [OBJECTION DATE]. Please follow the detailed instructions outlined in the Long Form Notice and the Settlement Agreement, which can both be found at [www.PLACEHOLDER.com](http://www.PLACEHOLDER.com), to properly opt-out from, or object to, the proposed Settlement.

**What Happens Next?** The Court has preliminarily approved the proposed Settlement, but the distribution of payments will occur only if the Court grants final approval of the proposed Settlement. The Final Approval Hearing in this case is scheduled for [DATE]. At that hearing, the Court will consider whether to grant final approval of the proposed Settlement, and whether to approve payment from the Settlement Fund of: (1) an award to the Settlement Class Representative for her service in this litigation; and (2) Class Counsel's requested attorneys' fees, which will not exceed thirty-three and one-third percent of the Settlement Fund and will be posted on the Settlement Website after [DEADLINE FOR MOTION FOR FEES], and reimbursement for litigation costs.

**You are encouraged to review the Long Form Notice.** To review the Long Form Notice, review other important documents, including the Settlement Agreement, and obtain more information about the proposed Settlement, please visit [www.PLACEHOLDER.com](http://www.PLACEHOLDER.com).

**If you have any questions, you can contact Class Counsel: Nicholas A. Colella at Lynch Carpenter, LLP, (412) 322-9243, or Anthony M. Alesandro at Leeds Brown Law, P.C., (516) 873-9550.**

**You can also contact the Settlement Administrator by calling toll-free [PLACE HOLDER], or by emailing [PLACE HOLDER].**

# Exhibit A-2



## **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT**

*Van Treeck v. Robert Morris University*, Civil Action No. GD-24-927 (Pa. Ct. Com. Pl., Allegheny Cty.)

**ATTENTION: ALL STUDENTS ENROLLED AT ROBERT MORRIS UNIVERSITY DURING THE SPRING 2020 SEMESTER, WHO SATISFIED THEIR PAYMENT OBLIGATIONS TO ROBERT MORRIS UNIVERSITY FOR TUITION AND/OR MANDATORY FEES FOR THE SPRING 2020 SEMESTER**

**The Court of Common Pleas of Allegheny County, Pennsylvania has authorized this notice. It is not a solicitation from a lawyer. You are not being sued. If you have received a notice of this lawsuit in the mail or by e-mail, you have been identified as a person who is or may be a member of the settlement class in this lawsuit, and the proposed settlement of this lawsuit, if approved, may affect your legal rights. You should read this notice carefully.**

**If you were enrolled as a student at Robert Morris University (“RMU” or “University”) during the Spring 2020 semester, satisfied your payment obligations to RMU for tuition and/or mandatory fees for the Spring 2020 semester, and were enrolled for the Spring 2020 semester in at least one class that was meeting in person and on campus at the beginning of the Spring 2020 semester, you are part of the proposed settlement class (a “Settlement Class Member”) affected by this lawsuit.**

The purpose of this notice is to inform you of a proposed Settlement relating to a class action lawsuit brought by Plaintiff, a student at RMU during the Spring 2020 semester, against RMU, on behalf of a putative class of students who paid tuition and/or mandatory fees for the Spring 2020 semester. The case is captioned *Van Treeck v. Robert Morris University*, Civil Action No. GD-24-927 (Pa. Ct. Com. Pl., Allegheny Cty.) (the “Action”).

In this Action, Plaintiff alleged RMU breached a contract when it transitioned to remote learning in response to the COVID-19 pandemic. Plaintiff also alleged that RMU’s shift to remote learning gave rise to a claim of unjust enrichment. Plaintiff sought a refund of a portion of the tuition and mandatory fees for the Spring 2020 semester. RMU denies all allegations of wrongdoing and there has been no finding of liability in any court. However, considering the interests of both RMU and its students in prompt resolution of the matter, RMU and Plaintiff have agreed that RMU will pay \$947,784 into a Settlement Fund to resolve the Action.

The terms of the agreement are set forth in the proposed Settlement that must be approved by the Court of Common Pleas of Allegheny County, Pennsylvania. This notice includes information about the proposed Settlement, a final approval hearing scheduled by the Court, and the process for being heard by the Court.

**SUMMARY OF THE OPTIONS AND THE LEGAL EFFECT OF  
EACH OPTION FOR SETTLEMENT CLASS MEMBERS**

<b>YOUR OPTIONS</b>	<b>INSTRUCTIONS</b>	<b>DUE DATE</b>
<b>DO NOTHING AND AUTOMATICALLY RECEIVE A PAYMENT</b>	Your payment will be sent automatically by first class U.S. Mail to your last known mailing address on file with the University Registrar. Class Members will also have the option, but are not required, to visit the Settlement Website at <a href="http://www.PLACEHOLDER.com">www.PLACEHOLDER.com</a> to choose one of the following selections: (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check.	See Answer 7(a).
<b>EXCLUDE YOURSELF FROM THE PROPOSED SETTLEMENT</b>	You can choose to “opt out” of the proposed Settlement. Opting out means that you choose not to participate in the proposed Settlement. It also means that you cannot object to the proposed Settlement (see below). If you opt out, you will not receive a payment and you will keep any individual claims you may have against RMU relating to the transition to remote learning in the Spring 2020 semester. Be aware that the statute of limitations may impact your ability to file a claim. For more detailed opt-out instructions, see Answer 11 below.	Postmarked no later than OPT-OUT DEADLINE. See Answer 7(b).
<b>OBJECT TO THE PROPOSED SETTLEMENT</b>	You can file an objection with the Court explaining why you believe the Court should reject the proposed Settlement. If your objection is overruled by the Court and the proposed Settlement is approved, then you would be included in the Settlement Class. If the Court agrees with your objection, then the proposed Settlement may not be approved. If you choose to object, you may not also opt out of the proposed Settlement, as only participating class members may object to a proposed Settlement. For more detailed objection instructions, see Answer 12 below.	Postmarked no later than OBJECTION DEADLINE. See Answer 7(c).

These rights and options—and the deadlines to exercise them—along with the material terms of the proposed Settlement are explained further below in this notice.

## **BASIC INFORMATION**

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

The class action being settled is captioned *Van Treeck v. Robert Morris University*, Civil Action No. GD-24-927 (Pa. Ct. Com. Pl., Allegheny Cty.). This case is a putative class action, meaning that the Settlement Class Representative—Claire Van Treeck—brought this action as an individual acting on behalf of a putative class of students who paid tuition and/or mandatory fees for the Spring 2020 semester at RMU. The Settlement Class Representative alleged claims for breach of contract and unjust enrichment. With the help of a mediator, the Parties agreed upon the proposed Settlement.

### **2. Why did I receive notice of this lawsuit?**

If you received notice of this proposed Settlement, it is because RMU's records indicate that you were enrolled as a student at RMU during the Spring 2020 semester and satisfied your related payment obligations of tuition and/or mandatory fees that are the subject of this Action. The Court directed that this notice be made available to all Settlement Class Members because each member has a right to notice of the proposed Settlement and the options available to them before the Court decides whether to approve the proposed Settlement.

### **3. How do I know if I am part of the Settlement Class?**

If you were enrolled as a student at RMU during the Spring 2020 semester; satisfied your payment obligations to RMU for tuition and/or mandatory fees for the Spring 2020 semester; and were enrolled for the Spring 2020 semester in at least one class that was meeting in person and on campus at the beginning of the Spring 2020 semester, then you potentially qualify as a Settlement Class Member.

### **4. Why did the Parties Settle?**

In any lawsuit, there are risks and potential benefits that come with litigating as compared to settling. It is the Settlement Class Representative's and their lawyers' ("Class Counsel") job to identify when a proposed Settlement offer is sufficient and justifies settling the case instead of continuing to litigate. In a class action, class counsel determines when to recommend settling to the class representative. The class representative then has a duty to act in the best interests of the class as a whole when deciding whether to accept this recommendation. In this case, it is the belief of the Settlement Class Representative and Class Counsel that this proposed Settlement is in the best interest of all Settlement Class Members.

RMU denies the claims asserted and maintains that its actions were proper and in accordance with the terms of its policies, agreements, and applicable law. RMU denies that its actions give

rise to any claim by the Settlement Class Representative or any Settlement Class Members. However, given the benefit RMU and its students will receive from a negotiated settlement and prompt resolution of the case, RMU considers it desirable to resolve the Action.

**5. What must happen for the proposed Settlement to be approved?**

The Court must decide that the proposed Settlement is fair, reasonable, and adequate before it will approve the proposed Settlement. At this time, the Court has already reviewed and decided to grant preliminary approval of the proposed Settlement, after which notice was disseminated to Settlement Class Members. The Court will make a final decision regarding the proposed Settlement at a Final Approval Hearing, which is currently scheduled for [DATE].

**YOUR OPTIONS**

**6. What options do I have with respect to the proposed Settlement?**

If you are a Settlement Class Member, you have three options with respect to this proposed Settlement: (1) do nothing and be eligible to participate in the proposed Settlement and receive the Settlement Benefit allocated to you according to the terms of the proposed Settlement; (2) opt out of the proposed Settlement; or (3) participate in the proposed Settlement, but object to it. Each of these options is described further below.

**7. What are the details and deadlines related to my options?**

- a. If you do nothing, and the proposed Settlement is approved by the Court, you will be eligible to participate in the proposed Settlement and to receive the Settlement Benefit allocated to you according to the terms of the proposed Settlement. Your payment will be sent automatically by first class U.S. Mail to your last known mailing address on file with the University Registrar. Class Members will also have the option, but are not required, to visit the Settlement Website at [www.PLACEHOLDER.com](http://www.PLACEHOLDER.com) to choose one of the following selections: (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These actions must be taken no later than forty-five (45) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing, currently scheduled for [DATE].
- b. If you would like to opt out to the proposed Settlement, your request must be postmarked no later than **OPT-OUT DEADLINE**.
- c. If you would like to object to the proposed Settlement, your objection must be filed no later than **OBJECTION DEADLINE**.

## **8. How do I decide which option to choose?**

If you would prefer not to participate in the proposed Settlement, then you may want to consider opting out. If you opt out, you will not receive a payment and you will keep any individual claims you may have against RMU relating to RMU's transition to remote learning in the Spring 2020 semester.

If you believe the proposed Settlement is unreasonable, unfair, or inadequate and that the Court should reject the proposed Settlement, you may consider objecting to the proposed Settlement rather than opting out. The Court will decide if your objection is valid. If the Court agrees, then the proposed Settlement may not be approved. If your objection (or any other objection) is overruled, and the proposed Settlement is approved, then you will still receive a payment under the proposed Settlement and you will be bound by the proposed Settlement. Note that if you do not object to the proposed Settlement, and the proposed Settlement is later approved, you cannot appeal that approval order.

## **9. Do I have to do anything if I want to participate in the proposed Settlement?**

No. If you do nothing, and the proposed Settlement is approved by the Court, you will be eligible to participate in the proposed Settlement and to receive the Settlement Benefit allocated to you according to the terms of the proposed Settlement. Your payment will be sent automatically by first class U.S. Mail to your last known mailing address on file with the University Registrar. Class Members will also have the option to visit the Settlement Website at [www.PLACEHOLDER.com](http://www.PLACEHOLDER.com) to (a) provide an updated address for sending a check or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These actions must be taken no later than forty-five (45) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing, currently scheduled for [DATE].

### **OPTING OUT OF THE PROPOSED SETTLEMENT**

## **10. What happens if I opt out of the proposed Settlement?**

If you opt out of the proposed Settlement, you will preserve any claims you may have against RMU related to RMU's transition to remote learning in the Spring 2020 semester. However, you will not be entitled to object to the settlement or receive a payment from this proposed Settlement—assuming that the proposed Settlement is approved by the Court. Be aware, the statute of limitations may impact your ability to bring a claim.

## **11. How do I opt out of the proposed Settlement?**

To opt out of the proposed Settlement, you must send a written request to the Settlement Administrator at: [insert], which must:

- a. include a statement requesting to opt out of the Settlement Class;
- b. be personally signed by you;
- c. include your name, address, and either a telephone number or email address;
- d. include the caption for the Action: *Van Treeck v. Robert Morris University*, Civil Action No. GD-24-927 (Pa. Ct. Com. Pl., Allegheny Cty.); and
- e. be postmarked no later than **OPT-OUT DEADLINE**.

A request to opt out of the proposed Settlement that does not meet the above requirements, or that is sent to an address other than that of the Settlement Administrator, will be invalid and the person sending the defective request will remain in the Settlement Class and, if the proposed Settlement is approved by the Court, will receive a payment, and will be bound by the proposed Settlement.

A request to opt out of the proposed Settlement must be done on an individual basis. A Settlement Class Member cannot purport to opt others out of the proposed Settlement on a class or representative basis.

### **OBJECTING TO THE PROPOSED SETTLEMENT**

#### **12. How do I object to the proposed Settlement?**

You can object to the proposed Settlement, or any part of it, so long as you do not opt out of the proposed Settlement, as only Settlement Class Members have the right to object to the proposed Settlement, including any attorneys' fees sought by Class Counsel. To have your objection considered by the Court at the Final Approval Hearing, your objection must:

- a. include your name, address, and either a telephone number or email address; and state that you are a Settlement Class Member;
- b. be personally signed by you, the objecting Settlement Class Member;
- c. contain a statement that includes all objections, states whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and states the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); and
- d. state whether you wish to speak at the Final Approval Hearing, and whether you are represented by counsel.

Your objection and any accompanying papers must be filed with the Clerk of Court. If you are represented by counsel, the objection must be filed through the Court's electronic case filing

(ECF) system. All objections must also be mailed at the same time to Class Counsel, RMU's Counsel, and the Settlement Administrator at the addresses below. All objections must be postmarked no later than **OBJECTION DEADLINE**.

<b>Clerk of Court</b>	<b>Settlement Administrator</b>	<b>Class Counsel</b>	<b>RMU's Counsel</b>
Clerk of the Court Allegheny County Courthouse, Room 114 436 Grant Street Pittsburgh, PA 15219	[insert]	<b>LYNCH CARPENTER, LLP</b> Attn: Nicholas A. Colella 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222  <b>LEEDS BROWN LAW, P.C.</b> Attn: Anthony M. Alesandro One Old Country Road, Suite 347 Carle Place, NY 11514	<b>SAUL EWING LLP</b> Attn: James A. Keller 1500 Market Street, 38th Floor Philadelphia, PA 19102

### **13. What happens if I object to the proposed Settlement?**

If you object to the proposed Settlement, the Court will consider your objection at the Final Approval Hearing. If the Court sustains your objection, or the objection of any other Settlement Class Member, the proposed Settlement may not be approved. If you object, but the Court overrules your objection and any other objections and approves the proposed Settlement, then you will be bound by the proposed Settlement, and you may appeal the approval order to the extent that it overrules your objection.

### **14. What is the difference between objecting and opting out of the proposed Settlement?**

Objecting to the proposed Settlement is telling the Court that you do not believe the proposed Settlement is fair, reasonable, and adequate for the Settlement Class, and asking the Court to reject it. If you object to the proposed Settlement and the proposed Settlement is ultimately approved, then you are entitled to a payment and will release any claims related to RMU's transition to remote learning in the Spring 2020 semester. Opting out of the proposed Settlement, however, is telling the Court that you do not want to be a part of the proposed Settlement if it is approved, you do not want to receive a payment, and you will not release claims you might have against RMU that would otherwise have been released by participating in the proposed Settlement.

### **15. Can I opt out and object to the proposed Settlement?**

No. To object to the proposed Settlement, you must participate in the proposed Settlement. Thus, you must choose between opting out or objecting to the proposed Settlement.

## **THE PROPOSED SETTLEMENT PAYMENT**

### **16. How much is this proposed Settlement?**

The Parties have agreed to a Settlement Fund of \$947,784.

As discussed in more detail below, attorneys' fees and costs, a contribution award for the Settlement Class Representative, and administrative fees, including the costs paid to a third-party Settlement Administrator, will be paid out of the Settlement Fund. Thereafter, the remaining funds—the Net Settlement Fund— will be allocated as follows: 80% to the Settlement Class Members and 20% to RMU for use in an unrestricted fund for the benefit of RMU students, as discussed further below in Answer 20.

### **17. How much of the Settlement Fund will be used to pay for attorneys' fees and costs?**

Class Counsel will request that the Court approve attorneys' fees of not more than thirty-three and one-third percent of the Settlement Fund, and will request that Class Counsel be reimbursed for their out-of-pocket litigation costs incurred in litigating the Action. Class Counsel must submit their request to the Court by **DEADLINE FOR MOTION FOR FEES**, at which point the amount of the requested attorneys' fees, as well as Class Counsel's motion, will be published on the Settlement Website at **www.PLACEHOLDER.com**. The Court will then decide the amount of the attorneys' fees and costs based on a number of factors, including the risk associated with bringing the Action, the amount of time spent on the case, the magnitude and complexity of the Action, the quality of the work, and the requested fee in relation to the outcome of the Action.

### **18. How much of the Settlement Fund will be used to pay the Settlement Class Representative?**

Class Counsel will request that the Settlement Class Representative, Claire Van Treeck, be paid an award in the amount of no more than \$2,500, in recognition of her work in connection with this Action. The award must be approved by the Court.

### **19. How much of the Settlement Fund will be used to pay administrative expenses?**

A third-party Settlement Administrator was retained to provide notice and administer the payments to Settlement Class Members. The expenses of the Settlement Administrator are projected to not exceed \$50,000. In the event that such expenses exceed \$50,000, such additional amounts shall be paid only after approval by both Class Counsel and RMU's Counsel.

### **20. How much will my payment be?**

The balance of the Settlement Fund after paying administrative expenses, attorneys' fees and costs, and award to the Settlement Class Representative, will be known as the Net Settlement Fund. The Net Settlement Fund will be allocated as follows: 80% to the Settlement Class Members and 20% to RMU for use in an unrestricted fund 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.

**21. When will I receive my payment?**

The Court will hold a Final Approval Hearing on **HEARING DATE** to consider whether the proposed Settlement should be approved. If the Court approves the proposed Settlement, then payments will be distributed within sixty (60) days of the date after which the proposed Settlement becomes final, as defined in the Settlement Agreement.

**THE FINAL APPROVAL HEARING**

**22. When and where will the Court decide whether to approve the proposed Settlement?**

The Court will hold a Final Approval Hearing on **HEARING DATE** at the Court of Common Pleas of Allegheny County, Pennsylvania, 414 Grant Street, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If objections have been properly submitted, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs and the amount of the award to the Settlement Class Representative. The hearing will be public. The hearing may be virtual, in which case the instructions for viewing the hearing and participating will be posted on the Settlement Website at **www.PLACEHOLDER.com**. The date and time of the Final Approval Hearing may change without further notice. Please check the Settlement Website for updates.

**23. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have properly submitted an objection, the Court will consider your objection regardless of whether you attend.

**24. May I speak at the Final Approval Hearing?**

If you are a Settlement Class Member, you may ask the Court for permission to speak at the Final Approval Hearing. If you are objecting and would like to speak at the Final Approval Hearing, you must state in your objection, as described in Answer 12 above, that you wish to be heard at the Final Approval Hearing.

## **THE LAWYERS REPRESENTING THE CLASS**

### **25. Do I have a lawyer in this case?**

The Court has ordered that Nicholas A. Colella and Patrick Donathen of Lynch Carpenter, LLP and Michael A. Tompkins and Anthony M. Alesandro of Leeds Brown Law, P.C. will serve as Class Counsel and will represent all Settlement Class Members in this matter.

### **26. Do I have to pay the lawyers bringing this suit on behalf of the Settlement Class?**

No. Class Counsel will be paid directly from the Settlement Fund, subject to the Court's approval.

### **27. Who determines what the attorneys' fees will be?**

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for attorneys' fees, which shall not exceed thirty-three and one-third percent of the Settlement Fund, plus their out-of-pocket litigation costs, and will specify the amount being sought. Class Counsel must submit its request to the Court by **DEADLINE FOR MOTION FOR FEES**, at which point the amount of the requested attorneys' fees, as well as Class Counsel's motion, will be published on the Settlement Website at **www.PLACEHOLDER.com**. Settlement Class Members who would like to object to the amount of attorneys' fees sought by Class Counsel may do so by following the instructions described in Answer 12 above.

## **GETTING MORE INFORMATION**

This notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed or obtained online at **www.PLACEHOLDER.com**. In the event of any inconsistency between the Settlement Agreement and this notice, the Settlement Agreement will govern.

For additional information about the proposed Settlement, you should contact the Settlement Administrator as follows:

For more information, you may also contact Class Counsel:

### **LYNCH CARPENTER, LLP**

Attn: Nicholas A. Colella  
1133 Penn Avenue, 5th Floor  
Pittsburgh, PA 15222  
(412) 322-9243

**LEEDS BROWN LAW, P.C.**

Attn: Anthony M. Alesandro  
One Old Country Road, Suite 347  
Carle Place, NY 11514  
Telephone: (516) 873-9550

**PLEASE DO NOT CONTACT THE COURT OR RMU  
CONCERNING THIS NOTICE OR THE PROPOSED SETTLEMENT.**

# Exhibit 2



# LYNCH CARPENTER

Pittsburgh ■ San Diego ■ Chicago  
Los Angeles



## **OUR MISSION**

Lynch Carpenter is a national law firm with a singular mission – to provide a voice to those who have been silenced by the disproportionate powers which too often exist in America. With lawyers based in Pittsburgh, San Diego, Los Angeles, and Chicago, Lynch Carpenter has created an inclusive national community of like-minded legal talent to represent plaintiffs in complex litigation. Lynch Carpenter lawyers have developed strong collaborative working relationships with counsel throughout the nation and have been involved in numerous high-profile multidistrict litigation proceedings, frequently in leadership roles.

The Lynch Carpenter platform is self-made, without reliance upon the legacy of a long-established “repeat player” law firm and is based upon the fundamental principle that input from a broad base of lawyers with diverse backgrounds, working together with mutual respect, will result in the strongest possible organization. The firm strives to provide equal opportunities for promotion and leadership to its attorneys and supporting professionals. Fourteen of the twenty-three Lynch Carpenter attorneys have been appointed to leadership positions in multidistrict or otherwise consolidated litigation, or in class-action matters involving financial fraud (including securities fraud, derivative actions, and lending fraud), data breach, privacy, consumer fraud, breach of contract, labor and employment, antitrust, and civil rights, in federal and state courts throughout the country.

Lynch Carpenter represents a wide variety of clients, including individual consumers and employees, small businesses, non-profits, issue advocacy groups, and governmental entities. Over the past ten years, Lynch Carpenter lawyers emerged as national leaders in data breach and privacy litigation, and in that time have negotiated or contributed to class recoveries totaling more than \$250 million in that sector alone. Along the way, the Lynch Carpenter team has generated seminal legal authority in both trial and appellate courts. For example, in 2018, as a direct result of Lynch Carpenter’s tenacious appellate advocacy, the Pennsylvania Supreme Court became one of the first state high courts to recognize that a common-law duty of reasonable care applies to the collection and management of sensitive electronically-stored data. This landmark opinion, *Dittman v. UPMC*, 196 A.3d 1036 (Pa. 2018), paved the way for data breach victims to bring viable negligence claims against companies whose inadequate security practices allow major breach incidents to happen.

In October 2020, *The Legal Intelligencer* named Lynch Carpenter (under its predecessor name) “Litigation Department of the Year” for general litigation in Pennsylvania. In 2021, the firm was named as a finalist for Litigation Department of the Year in the Pennsylvania region by *The American Lawyer*. In 2022, the firm was named as a finalist for Privacy/Data Breach firm of the year by *ALM*. In 2023, the firm was named as a Pennsylvania Powerhouse by *Law360*. Several of its partners co-authored updates to *Class Actions: The Law of 50 States*, published by Law Journal Press, from 2021 to 2023. Lynch Carpenter’s attorneys are recipients of numerous additional individual awards, as described in more detail in the individual biographies on the firm’s website.

Lynch Carpenter continues to grow and establish itself as a leader in representing plaintiffs in complex litigation throughout the country. The firm remains committed to developing its younger lawyers and providing them with opportunities for professional growth, both inside and outside of the firm. In leading major complex litigation, the firm draws strength from its decentralized management structure, which fosters collaboration within the firm and enables the assembly of internal litigation teams for each case and epitomizes the synergistic benefits which result from a group of good lawyers working together to do good things.

## **REPRESENTATIVE AND NOTABLE CASES**

### **COVID-19 CLOSURES LITIGATION**

***Hickey v. Univ. of Pittsburgh***, 8 F.4th 301 (3d Cir. 2023). Gary Lynch argued in front of the Third Circuit after motions to dismiss were granted in favor of the University of Pittsburgh and Temple University. The District Courts held that students could not bring a breach of implied contract under Pennsylvania law, and must point to specific promises in writing. The Third Circuit reversed and remanded, adopting Mr. Lynch's argument that nothing in Pennsylvania case law suggests implied contract claims brought by students are barred, but rather, can be inferred based on course of conduct and marketing material received by the students that tout the benefits of campus. The Third Circuit also reversed the District Courts' dismissal of unjust enrichment in the alternative. The cases are currently pending in district courts.

***Espejo et al. v. Cornell Univ.***, Case No. 3:20-cv-00467 (N.D.N.Y.). Lynch Carpenter represented students of Cornell University who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a settlement of \$3 million class action settlement, which received final approval in December 2023.

***Carpey v. Board of Regents of the Univ. of Colorado***, No.: 2020cv31409 (Colo. Dist. Ct., Denver Cnty.). Lynch Carpenter represented students of the University of Colorado who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a settlement of \$5 million for the class, which received final approval in July 2023.

***Figueroa v. Point Park Univ.***, No. 2:20-cv-01484 (W.D. Pa.). Lynch Carpenter represented students of Point Park University who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. After overcoming a motion to dismiss on breach of implied contract and unjust enrichment, the parties reached a settlement of \$1.25 million for the class, which received final approval in December 2023.

***Smith v. Univ. of Pennsylvania***, No. 2:20c-cv-2086 (E.D. Pa.). Lynch Carpenter was appointed co-lead counsel to represent students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. Plaintiffs prevailed on a motion to dismiss as to the fees paid for the semester. The parties reached a settlement of \$4.5 million for the class, which received final approval in January 2023.

***Kincheloe v. Univ. of Chicago***, No. 1:20-cv-03015 (N.D. Ill.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$4.95, which received final approval in May 2024.

***Engel v. Gannon Univ.***, No. 1:23-cv-00244 (W.D. Pa.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$1.1 million, which received final approval in July 2024.

***Cantave v. Saint Joseph's Univ.***, No. 2:23-cv-03181 (E.D. Pa.) Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$1.15 million, which received final approval in November 2024.

***Alunni v. Lebanon Valley College***, No. 1:23-cv-01424 (M.D. Pa.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$575,000, which received final approval in October 2024.

***Lankau v. The New School***, No. 601034/2024 (Nassau County, NY). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$3 million. Final approval granted in November 2024.

***Leonard v. La Salle Univ.***, No. 24-cv-00062 (E.D. Pa.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$875,000. Final approval granted January 2025.

***Camden v. Bucknell Univ.***, No. 23-cv-1907 (M.D. Pa.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$1.15 million. Preliminary approval granted.

***Ramey v. The Pennsylvania State Univ.***, No. 2:20-cv-753 (W.D. Pa.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$17 million. Final approval granted February 2025.

***Ryan v. Temple Univ.***, No. 20-cv-2164 (E.D. Pa.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$6.9 million. Final approval granted February 2025.

***Nouri v. Univ. of Scranton***, No. 3:23-cv-01362 (M.D. Pa.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$1 million. Final approval granted January 2025.

***Pfingsten, et al. v. Carnegie Mellon Univ.***, No. 20-cv-00716 (W.D. Pa.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$4.8 million. Preliminary approval granted.

***Gladfelter v. Susquehanna Univ.***, No. 4:24-cv-382 (M.D. Pa.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester



following the Covid-19 pandemic. The parties reached a class action settlement of \$675,000. Preliminary approval granted.

***Neubert v. Lehigh Univ.***, No. 5:24-cv-831 (E.D. Pa.). Lynch Carpenter represented students who paid for in-person learning, but received remote online only education and services for half of the Spring 2020 semester following the Covid-19 pandemic. The parties reached a class action settlement of \$1.75 million. Preliminary approval granted.

#### **PRIVACY & DATA BREACH LITIGATION**

***Hulewat v. Medical Management Resource Group***, No. 2:24-cv-00377 (D. Ariz.). In July 2024, Judge Humetewa appointed Patrick Donathen to the Plaintiffs' Executive Committee in this consolidated action involving a data breach that impacted the personal information of approximately 2.3 million individuals. The plaintiffs recently filed their consolidated amended complaint in August 2024.

***Reichbart v. Financial Business & Consumer Solutions, Inc.***, No. 2:24-cv-01876 (E.D. Pa.). In July 2024, Judge Quiones Alejandro appointed Jenn French to the Plaintiffs' Executive Committee in this consolidated action involving a data breach that impacted the personal information of approximately 4.2 million individuals.

***In Re: Perry Johnson & Associates Medical Transcription Data Breach Litig.***, MDL No. 3096 (E.D.N.Y.). In June 2024, Judge Kovner appointed Connor Hayes as the Federal-State Court Liaison in this multidistrict litigation arising from a data breach at a medical transcription services company that impacted the personal and protected health information of approximately 13.3 million individuals.

***Hasson v. Comcast Cable Communications, LLC.***, Case No. 2:23-cv-05039 (E.D. Pa.). In May 2024, Judge Younge appointed Gary Lynch as Co-Lead counsel in this consolidated action involving a data breach that impacted the personal information of 36 million individuals. The plaintiffs recently filed their consolidated amended complaint in July 2024.

***In re: MOVEit Customer Data Security Breach Litig.***, MDL No. 3083 (D. Mass). In January 2024, Judge Burroughs appointed Gary Lynch as Co-Lead Counsel in this sprawling multi-district litigation action arising from an exploited file-sharing software vulnerability, which led to thousands of data breaches that compromised PII and PHI of nearly 80 million individuals. The defendants' motions for lack of jurisdiction are currently pending.

***In re TikTok, Inc., Consumer Privacy Litig.***, No. 20-cv-4699 (MDL No. 2948) (N.D. Ill.). Judge Lee appointed Katrina Carroll as Co-lead Counsel in this multidistrict litigation alleging that one of the world's biggest social media platforms captured, collected, and transmitted personal data from TikTok users and their devices without their consent and/or knowledge, including private information and biometric information within the meaning of the Illinois Biometric Information Privacy Act. In August 2022, a settlement for \$92 million received final approval.

***Kolstedt v. TMX Finance Corporate Services, Inc.***, No. 4:23-cv-00076 (S.D. Ga.). In September 2023, Judge Baker appointed Kelly Iverson as Co-Lead Counsel in this consolidated litigation involving a data breach impacting 5 million consumers. The defendant's motion to dismiss is currently pending.

***Miller et al. v. NextGen Healthcare Inc.***, No. 1:23-cv-02043 (N.D. Ga.). In September 2023, Judge Thrash appointed Gary Lynch to the Plaintiffs' Steering Committee in this consolidated matter related to a data breach at

an electronic health record provider which compromised the information of over 1 million patients. The court recently denied in part and granted in part the defendant's motion to dismiss.

***In re Samsung Customer Data Security Breach Litig.***, MDL No. 3055 (D.N.J.). In March 2023, Judge O'Hearn appointed Kelly Iverson to the Plaintiffs' Executive Committee in this MDL relating to a data breach at Samsung that impacted the PII of millions of the defendant's current and former customers. The defendant's motion to dismiss the fourth consolidated amended complaint is currently pending.

***In re Wawa, Inc. Data Security Litig.***, No. 2:19-cv-6019 (E.D. Pa.). Gary Lynch was appointed Co-Lead Counsel for a putative class of financial institution plaintiffs in consolidated actions brought against Wawa, Inc. arising out of a 2019 payment card data breach involving the convenience store's point-of-sale systems. A consolidated amended complaint was filed in July 2020, and in 2021 the district court denied the defendant's motion to dismiss the primary claims. In March 2023, the parties negotiated a proposed settlement that will provide up to \$37 million in relief for the class; a final approval hearing is anticipated in the final quarter of 2024.

***In re Equifax, Inc. Customer Data Security Breach Litig.***, MDL No. 2800 (N.D. Ga.). The Equifax data breach compromised the nation's entire credit reporting system. More than 400 lawsuits filed by consumers and financial institutions were consolidated in the MDL. Gary Lynch was appointed Co-Lead Counsel for financial institution plaintiffs. After significant dispositive motions practice and initial rounds of discovery, the parties negotiated a settlement of the financial institution class action that provides up to \$7.75 million in cash benefits, plus additional injunctive relief. The court granted final approval in October 2020.

***In re Blackbaud, Inc. Customer Data Breach Litig.***, MDL No. 2972 (D.S.C.). In 2020, data security company Blackbaud, Inc. was target for a ransomware attack. In the litigation that followed, brought by Blackbaud's customers, Kelly Iverson was appointed to the Plaintiffs' Steering Committee. On October 19, 2021, the Honorable J. Michelle Childs denied Blackbaud's motion to dismiss Plaintiffs' negligence and gross negligence claims. Plaintiffs' motion for class certification was recently denied and a Rule 23(f) petition is pending.

***Popa v. Harriet Carter Gifts, Inc.***, 52 F.4th 121 (3d Cir. 2022). Lynch Carpenter won reversal of a district court's summary judgment for defendants in a case regarding applicability of Pennsylvania's Wiretapping and Electronic Surveillance Control Act ("WESCA"), 18 PA. CONS. STAT. 5702 *et seq.* The Third Circuit rejected the defendants' attempt to establish a "direct party" exception to WESCA, which would have undermined the two-party consent requirement of the statute. The Third Circuit also confirmed that defendants bear the burden of proving a prior consent defense, and that the location of electronic interception of website communications under WESCA is at the point where software re-routes transmissions from a user's device, not where the website communications are ultimately received. The remanded case remains in litigation in the Western District of Pennsylvania.

***In re Marriott International Customer Data Security Breach Litig.***, MDL No. 2879 (D. Md.). Lynch Carpenter was appointed to the Plaintiffs' Steering Committee in this multidistrict litigation related to the data breach involving Starwood guest information dating back to at least 2014. The MDL includes more than 100 cases and is in pretrial litigation. The district court certified several bellwether classes in May 2022 and the Fourth Circuit granted the defendant's Rule 23(f) appeal. On remand, the case was re-certified by the district court and is, again, on appeal to the Fourth Circuit.

***Baker v. ParkMobile, LLC***, No. 1:21-cv-02182 (N.D. Ga.). This case involved a data breach of ParkMobile's servers, impacting personal information of 21 million consumers. Nicholas Colella was appointed to the Plaintiffs'

Steering Committee. Judge Steve Jones denied ParkMobile’s motion to dismiss the negligence, negligence per se, and state consumer protection claims. A motion for class certification is currently pending.

***In re Home Depot Customer Data Breach Litig.***, MDL 2583 (N.D. Ga.). In this multidistrict litigation, Lynch Carpenter attorneys represented financial institutions in litigation related to the major data breach at the retailer which continued for almost six months in 2014 and resulted in the compromise of approximately 56 million payment card accounts. Lynch Carpenter was appointed by Judge Thrash to be one of three Lead Counsel managing the financial institution track of the litigation. In September 2017, the Court granted final approval to a comprehensive class settlement that provides over \$27 million in relief to the financial institution class.

***First Choice Federal Credit Union v. The Wendy’s Company et al.***, No. 2:16-cv-0506, (W.D. Pa.). This class action arose out of malware installed on the point-of-sale systems of Wendy’s franchised restaurants for the purpose of capturing and ex-filtrating customer payment card data. Approximately 18 million payment cards were exposed. The United States District Court for the Western District of Pennsylvania consolidated several proposed class actions and appointed Lynch Carpenter as Co-lead Counsel on behalf of the plaintiff financial institutions. In November 2018, after three rounds of in- person mediation, Wendy’s agreed to pay \$50 million into a non-reversionary fund and to adopt and/or maintain certain reasonable safeguards to manage its data security risks. When the settlement received final approval in November 2019, the Honorable Maureen P. Kelly noted Class Counsel’s “national reputation,” “significant experience in these types of class actions and in data breach litigation,” and “high level of skill and efficiency.” Judge Kelly further explained:

This case has gone on for three and a half years...This was a very involved case and everyone brought to the table an incredible wealth of knowledge, was always prepared, really was thorough and professional in everything that was provided to the Court. And as involved as this case was, if every case I had was as well organized and professionally presented as this case has been, my life would be much easier... The briefs I got in this case and any filings were just so well-done and detailed. And my law clerks and I have discussed that a number of times. I want to thank counsel for the way you have conducted yourselves and the way you’ve all presented this case.

***Dittman et al. v. UPMC d/b/a The University of Pittsburgh Medical Center and UPMC McKeesport***, Allegheny Cty., Pa. No. GD-14-003285; 196 A.3d 1036 (Pa. 2018). Lynch Carpenter represented several employees of the health care group UPMC in a class action stemming from a breach of UPMC’s personnel files. On November 21, 2018, the Supreme Court of Pennsylvania issued a landmark decision, reversing two lower courts, regarding the viability of common law negligence claims in the wake of a data breach. The Court found that UPMC engaged in affirmative conduct by collecting and storing employee data, and that general principles of negligence support holding actors to “a duty to others to exercise the care of a reasonable man to protect [others] against an unreasonable risk of harm to them arising out of the act.” As to the economic loss doctrine, the Court agreed with Plaintiffs’ interpretation of Pennsylvania legal precedent on the issue, finding that the question of whether the economic loss doctrine applies necessarily turns on the “source of the duty alleged,” and, accordingly, a plaintiff may seek pecuniary damages under a negligence theory if the duty sought to be enforced arises independently of any contractual relationship between the parties. After remand to the trial court, additional motions practice, and initiating discovery, the parties reached a multimillion-dollar settlement that received final approval in December 2021.

***In re: Apple Data Privacy Litig.***, No. 5:22-cv-07069 (N.D. Cal.). Judge Davila appointed Lynch Carpenter LLP as Co-Lead Counsel in this consolidated litigation alleging that Apple tracks users’ analytics and personal information, even when those users turn off all data sharing settings. The defendant’s motion to dismiss is

currently pending.

***Biscan v. Shields Health Care Group, Inc.***, No. 1:22-cv-10901-PBS (D. Mass). Judge Saris appointed Kelly Iverson as Interim Co-Lead Counsel in this data breach case against a healthcare company involving patients from several states. The court granted in part and denied in part the defendant's motion to dismiss.

***In re: Zillow Group, Inc. Session Replay Software Litig.***, No. 2:22-cv-1282 (W.D. Wash.). Gary Lynch serves as Co-Lead Counsel on behalf of visitors to Zillow's website who allege they were illegally wiretapped by software operating on the page. An amended complaint was filed in April 2023 and the defendant's motion to dismiss is currently pending.

***In re UAAA Data Security Litig.***, No. 7:21-cv-05813 (S.D.N.Y.). Judge Briccetti appointed Lynch Carpenter as Co-Lead Counsel in this consolidated litigation which alleges that an automobile insurance company violated the Driver's Privacy Protection Act when it disclosed individuals' names and driver's license numbers during a data breach that compromised the company's online insurance quote platform. The case is currently in discovery.

***In re: BPS Direct, LLC, and Cabelas LLC, Wiretapping Litig.***, MDL No. 3074 (E.D. Pa.). Judge Kearney appointed Nicholas Colella as Co-Lead Counsel to represent visitors to basspro.com and cabelas.com who allege they were illegally wiretapped by software operating on the page. The court issued an order granting the defendants' motion to dismiss and an appeal is currently pending.

***In re Anthem, Inc. Customer Data Security Breach Litig.***, MDL No. 2617 (N.D. Cal.). Lynch Carpenter attorneys represented customers of a national health insurer which experienced a data breach involving the personal information, including social security numbers, of up to an estimated 80 million customers. The case was consolidated and transferred to the Northern District of California in June 2015. Lynch Carpenter attorneys participated in discovery related to Highmark, the Pennsylvania-based member of the Blue Cross Blue Shield Association and a co-defendant in the MDL. The parties reached a settlement valued at \$117 million, which was approved by the Court.

***In re Target Corporation Customer Data Breach Litig.***, MDL No. 2522 (D. Minn.). This multidistrict litigation arose out of the massive data breach that occurred in late 2013. Judge Magnuson appointed Gary Lynch to the five-member Plaintiffs' Executive Committee that managed the litigation on behalf of all Plaintiffs' tracks (consumer, financial institution, and shareholder). A settlement agreement which provided \$10 million to affected individual customers was granted final approval in November 2015. A separate settlement providing approximately \$39 million in relief to plaintiff financial institutions was granted final approval in May 2016.

***In re Ashley Madison Customer Data Security Breach Litig.***, MDL No. 2669 (E.D. Mo.). In this well-publicized data breach case Lynch Carpenter attorneys represented individuals whose highly sensitive account information was leaked from a social media company. The case was consolidated and transferred to the Eastern District of Missouri in December 2015. Judge Ross appointed Gary Lynch and Katrina Carroll (while with her prior firm) to the Executive Committee. A class settlement for \$11.2 million was given final approval in November 2017.

***In re Vizio, Inc. Consumer Privacy Litig.***, MDL No. 2693 (C.D. Cal.). This action was filed on behalf of individuals who purchased Vizio "Smart TVs," which contained software that collected information about the users in a manner that allegedly violates numerous consumer protection statutes. The case was consolidated and transferred to the Central District of California in April 2016, and Lynch Carpenter was appointed to the Plaintiffs' Steering Committee. The case was settled and received final approval in 2019, providing for a \$17 million common fund.

***Veridian Credit Union v. Eddie Bauer LLC***, No. 2:17-cv-356 (W.D. Wash.). Lynch Carpenter served as Co-Lead Counsel on behalf of a class of financial institutions in this class action against Eddie Bauer arising out of payment card data breach of the retailer's point-of-sale systems in 2016, which led to the exposure of up to 1.4 million payment cards. After overcoming a motion to dismiss and engaging in substantial discovery, the parties negotiated a class action settlement, which was approved in 2019. The agreement made up to \$2.8 million available in direct cash relief to class members and provided for an additional \$7 million worth of injunctive relief and other benefits.

***Vance v. International Business Machines Corp.***, No. 1:20-cv-577 (N.D. Ill.). Lynch Carpenter attorneys were appointed Co-lead Counsel in this class action claiming IBM violated Illinois's Biometric Information Privacy Act when it collected, obtained, disclosed, redisclosed, disseminated, and otherwise profited from Illinois residents' unique facial geometric measurements without providing notice or obtaining consent. In September 2020, Lynch Carpenter defeated nearly all of the arguments raised in IBM's motion to dismiss. The parties resolved the action in 2023.

### **CONSUMER PROTECTION/PRODUCTS LIABILITY**

***In re Philips Recalled CPAP, Bi-Level PAP, and Mechanical Ventilator Products Liability Litig.***, MDL No. 3014 (W.D. Pa.). In February 2022, Kelly Iverson was appointed as one of four Co-Lead Counsel from a pool of 75 applicants. The MDL includes over 300 actions involving allegations regarding the potentially harmful degradation of sound abatement foam on recalled continuous positive airway pressure (CPAP) machines and the manufacturers' conduct in marketing and ultimate recall of the machines. The parties negotiated a proposed \$479 million resolution of the economic loss claims in the case, which received final approval in April 2024. The parties further reached a \$1.1 million dollar settlement to resolve the personal injury and medical monitoring claims in April 2024.

***In re East Palestine Train Derailment***, No. 4:23-cv-00242 (N.D. Ohio). The court appointed Kelly K. Iverson to the Plaintiffs' Steering Committee in this consolidated action arising from the derailment of a Norfolk Southern train and subsequent release of toxic chemicals in East Palestine, Ohio. The parties reached a \$600 million settlement which received preliminary approval in May 2024.

***In re Robinhood Outage Litig.***, No. 20-cv-1626 (N.D. Cal.). In July 2020, Jamisen Etzel was appointed to the Executive Committee overseeing consolidated actions brought by consumers who sustained losses when the trading application Robinhood suffered severe service outages during a period of intense market volatility. A class settlement received final approval in July 2023 for \$9.9 million.

***Luca v. Wyndham Hotel Group, LLC***, No. 2:16-cv-746 (W.D. Pa.). Lynch Carpenter attorneys were Co-Lead Counsel in a class action against the Wyndham hotel companies for violations of New Jersey consumer protection statutes. Plaintiffs alleged that Wyndham's websites deceptively masked the resort fees charged at certain hotels and forced patrons to agree to illegal terms and conditions. In 2017, plaintiffs defeated a motion to dismiss filed by two of the primary operating subsidiaries. A class settlement worth up to \$7.6 million was reached in 2019 and approved later that year.

***Mednick v. Precor, Inc.***, No. 14-cv-03624 (N.D. Ill.): Lynch Carpenter partner Katrina Carroll served as court-appointed Co-lead Counsel in this products liability matter concerning the heart rate monitoring feature on Precor fitness machines. Due to Ms. Carroll's efforts, the plaintiffs defeated a contested class certification motion and

obtained class certification for a multi-state consumer class. Ms. Carroll was instrumental in negotiating a class settlement providing meaningful relief for class members, for which the Court issued final approval in 2019.

***Morrow v. Ann Inc.***, No. 16-cv-3340 (S.D.N.Y.). Lynch Carpenter attorneys were Co-Class Counsel in a case alleging deceptive pricing practices by a major national retail chain. After plaintiffs overcame a motion to dismiss, the case settled for \$6.1 million worth of class benefits. The settlement was approved in April 2018.

***In re Rust-Oleum Restore Marketing, Sales Practices and Prods. Liab. Litig.***, No. 1:15-cv- 1364 (N.D. Ill.): In this sprawling products liability MDL relating to defective deck resurfacing products, Katrina Carroll was instrumental in negotiating a \$9.3 million settlement providing meaningful relief to consumers, which received final approval in March of 2017 by the Honorable Amy J. St. Eve of the United States District Court for the Northern District of Illinois, now a sitting Judge of the Court of Appeals for the Seventh Circuit.

### **FINANCIAL FRAUD, LENDING PRACTICES, AND SECURITIES**

***In re: FedLoan Student Loan Servicing Litig.***, MDL No. 2833 (E.D. Pa.). Lynch Carpenter serves as court-appointed Co-Lead Counsel on behalf of student loan borrowers and federal grant recipients in this multidistrict litigation. The claims relate to widespread and systemic failures on the part of a student loan servicer and the U.S. Department of Education to adequately service the programs and advise its participant. A consolidated complaint was filed in November 2019. A motion to dismiss is fully briefed and currently awaiting resolution by the Court.

***CitiMortgage SCRA Litig.***, (S.D.N.Y.). Lynch Carpenter attorneys were Tri-Lead Counsel in this class action against CitiMortgage on behalf of Sergeant Jorge Rodriguez in the Southern District of New York. This case alleges that CitiMortgage improperly foreclosed upon Mr. Rodriguez's home (and the homes of similarly situated individuals) while he was serving in Iraq, in violation of the Servicemembers Civil Relief Act. The case settled and received final approval in October 2015, securing \$38.2 million for members of our military service.

***In re Community Bank of Northern Virginia and Guaranty National Bank of Tallahassee Secondary Mortgage Loan Litig.***, (W.D. Pa./3d Cir.). Lynch Carpenter attorneys were Co-Lead Class Counsel in this national litigation on behalf of second mortgage borrowers under the Real Estate Settlement Procedures Act. The class was certified by the district court and affirmed by the Third Circuit, 795 F.3d 380 (2015). A class settlement was finalized in early 2017 and obtained a total recovery of \$24 million.

***In re Tenet Healthcare Corp. Securities Litig.***, No. 02-cv-8462 (C.D. Cal.). Prior to joining the firm, Katrina Carroll represented the State of New Jersey's Division of Investment in this securities class action against Tenet Healthcare and its outside auditor, KPMG, related to false and misleading public statements those entities made between 2000 and 2002 about Tenet's financial health. Katrina played a large role in drafting motions *in limine* briefing issues regarding the admissibility of plaintiff's expert witness report. Tenet settled in 2006 for \$215 million, and KPMG settled in 2008 for \$65 million.

***In re Motorola Securities Litig.***, No. 03-cv-287 (N.D. Ill.). Katrina Carroll represented the State of New Jersey's Division of Investment in this securities class action against Motorola, stemming from misrepresentations made by the company regarding a \$2 billion loan it made to a Turkish entity that was not repaid. The case settled a few days before trial for \$190 million.

***Figueroa v. Capital One***, No. 18-cv-692 (S.D. Cal.). Todd Carpenter and Eddie Kim served as Class Counsel in a class action challenging the unlawful assessment of multiple ATM fees in contravention of the customer account

agreement, which resulted in a \$13 million settlement.

***Bingham v. Acorns Grow***, 30-2019-0150842 (Cal. Sup. Ct. Orange Cnty.). Eddie Kim served as Class Counsel in a class action on behalf of customers of a financial mobile app that automatically transferred “spare change” from each purchase using debit cards issued by customers’ banks into an Acorns Grow investment account. This action challenged the app’s failure to prevent overdrafts of customers’ checking accounts as a result of the automated transfers and the resultant assessment of overdraft fees. A \$2.5 million settlement received final approval in September 2022.

***Schertzer v. Bank of America***, No. 19-cv-264 (S.D. Cal.). Lynch Carpenter attorneys represent bank customers who were assessed out-of-network ATM fees for balance inquiries transpiring from deceptive ATM prompts utilized by independent ATM operators Cardtronics and FCTI. Plaintiffs prevailed on challenges to the pleadings. An appeal is currently pending in the 9th Circuit regarding class certification.

### **WAGE AND HOUR & EMPLOYMENT DISCRIMINATION LITIGATION**

***Genesis Healthcare v. Symczyk***, No. 11-1059 (U.S. Supreme Court). Gary Lynch served as Counsel of Record before the United States Supreme Court in an appeal addressing the application of mootness principles in a putative collective action filed under Section 216(b) of the Fair Labor Standards Act. When defendant served the plaintiff with a Rule 68 offer of judgment for “make whole” relief, the district court dismissed the case as moot. Gary Lynch successfully argued the appeal in the United States Court of Appeals for the Third Circuit, which held that the FLSA collective action did not become moot upon the plaintiff’s receipt of a Rule 68 offer of judgment for full satisfaction of her individual claim. The Supreme Court reversed in a 5-4 opinion, with Justice Kagan writing a strong dissent on behalf of our client—a position which was subsequently adopted by the majority of the Court in *Campbell-Ewald Co. v. Gomez*, 577 U.S. 153 (2016). Plaintiff’s position before the Supreme Court was supported by the United States as Amicus Curiae.

***Verma v. 3001 Castor Inc.***, No. 2:13-cv-03034 (E.D. Pa.). As Co-Class Counsel, Lynch Carpenter attorneys won a \$4.59 million jury verdict in 2018 for misclassified workers at a Philadelphia nightclub. The claims were brought under the FLSA and Pennsylvania Minimum Wage Act. The trial verdict was fully affirmed by the Third Circuit in August 2019.

***Copley v. Evolution Well Services, LLC***, No. 2:20-cv-01442 (W.D. Pa.). In February 2022, Lynch Carpenter obtained collective certification under the FLSA of several hundred “hitch employees.” These employees spent hours per week travelling to remote job sites, time for which they were unpaid. In July 2023, Judge Wiegand finally approved a \$2.55 million dollar settlement for the FLSA collective, as well as Pennsylvania and Ohio state classes.

***Reynolds v. Turning Point Holding Co., et. al.***, Case No. 2:19-cv-01935 (E.D. Pa.). Lynch Carpenter served as co-lead counsel in this wage and hour class action and collective action that alleged that the defendants failed to properly provide complete and accurate tip credit notification to their tipped employees in violation of the FLSA and similar state wage and hour laws. Following extensive discovery and motions practice, the parties reached a \$799,500 settlement on behalf of classes consisting of Pennsylvania and New Jersey employees. The settlement received final approval on March 3, 2023.

***Wintjen v. Denny’s, Inc. et al.***, No. 2:19-cv-00069 (W.D. Pa.). On November 18, 2021, Judge Wiegand of the Western District of Pennsylvania granted class and conditional certification and appointed Lynch Carpenter LLP

as Class Counsel. The class encompasses all tipped employees within the Commonwealth of Pennsylvania and involves Denny's failure to comply with the tip credit notification requirements as well as the 80/20 rule regarding sidework.

### **ANTITRUST**

***In re Railway Industry Employee No-Poach Antitrust Litig.***, MDL No. 2850 (W.D. Pa.), Chief Judge Joy Flowers Conti appointed Lynch Carpenter partner Kelly K. Iverson as Plaintiffs' Liaison Counsel on behalf of the class of employees who alleged the defendants and their co-conspirators entered into unlawful agreements to reduce and eliminate competition among them for employees and to suppress the compensation of those employees. The two defendants agreed to class settlements worth a combined \$48.95 million, and final approval was granted in August 2020.

***In re Blue Cross Blue Shield Antitrust Litig.***, MDL No. 2406 (N.D. Ala.). Lynch Carpenter attorneys represented healthcare subscriber plaintiffs in four states in this nationwide class action challenging the anti-competitive practices of Blue Cross/Blue Shield's nationwide network of local insurers who do not compete with each other based on geographic boundaries. A \$2.7 billion settlement received final approval in August 2022. An appeal of final approval ensued, and the Eleventh Circuit affirmed the judgment approving the settlement agreement in October 2023.



# Exhibit 3

## **Leeds Brown Law, P.C.**

### **Firm Biography**

**Leeds Brown Law, P.C. (“LBL”)** has considerable experience litigating class action lawsuits, especially those in state and federal courts in New York. *See e.g., Griffin v. Aldi, Inc.* 16-cv-00354-LEK-ATB (N.D.N.Y. Nov. 15, 2018) (working with the other firms to obtain final approval of \$9.8 million settlement on behalf of store managers across the nation); *Weinstein v. Jenny Craig Operations, Inc.*, 138 A.D.3d 546 (1st Dept. 2016) (upholding certification of employees at Jenny Craig’s branches and locations in New York); *Marcus v. AXA Advisors, LLC*, 11-CV-2339 (SJ)(SMG) (E.D.N.Y. Oct. 21, 2015) (granting nationwide conditional certification under the FLSA of over 2,000 financial service workers before approving class wide settlement). *Booth v. Molloy College*, 2022 N.Y. Slip Op 34476(U) (Sup. Ct. Nassau Cty., Dec. 12, 2022) (granting class certification as to all enrolled students during the Spring 2020 semester and appointing Leeds Brown Law as class counsel); *Stewart v. Univ. of Maine System*, Civil Action Docket No. CV-20-537 (Me. Superior Ct., Cumberland Cnty., Sept. 8, 2023) (granting class certification with LBL serving as Class Counsel, along with co-counsel); *Kellogg v. WSP USA, Inc.*, Index No. 605552/2024 (Sup. Ct. Nassau Cty. Aug. 1, 2024) (granting approval of class settlement of \$15,000,000 for manual workers throughout the NYC area); *Arredondo v. Univ. of La Verne*, 618 F. Supp. 3d 937 (C.D. Cal. 2022) (winning summary judgment on behalf of the class of undergraduate students on liability before ultimately resolving the action for more than \$8.5 million).

Recently, LBL along with co-counsel was recognized for its work as Class Counsel representing students of Roadmaster Drivers School. At the September 18, 2024 Fairness Hearing, the Honorable John M. Gallagher of the Eastern District of Pennsylvania acknowledged Counsel’s efforts, stating: “... [A]s to the work Counsel has put in its -- from where I’m sitting, it’s been substantial, and it’s been first rate.” (Transcript at 36: 12-19); “[E]ach [of the firms] has represented their client with zeal and vigor.” (*Id.* at 26). *See Meehan v. Roadmaster Drivers School, Inc.*, Case No. 5:22-cv-04299-JMG (E.D. Pa. Sept. 18, 2024).

Additionally, LBL secured a decision from the New York Appellate Division, Second Department, that acknowledged two new causes of action and extended worker protections to temporary staffing workers. *See Membrives v. HHC TRS FP Portfolio*, 196 A.D.3d 560 (2d Dept. 2021). During February 2022, LBL was recognized for its work on behalf of students at the University of La Verne that alleged that failed to receive the services they contracted and paid for. *See Arredondo v. Univ. of La Verne*, Case No. 2:20-cv-7665(MCS)(RAO), 341 F.R.D. 47 (C.D. Cal. Feb. 8, 2022):

Counsel here has done significant work in identifying and investigating potential claims, including bringing a meritorious motion for class certification supported by ample evidence. Counsel also has a wealth of experience handling class actions. [Citing the declaration of Michael A. Tompkins]. The only firm without substantial class action experience, Charon Law, has experienced co-counsel as support... Counsel has demonstrated strong knowledge of the applicable law throughout the briefing process for this class certification motion. And finally, counsel has

demonstrated it will commit sufficient resources to represent the class in this heavily litigated case.

In *Stewart v. Univ. of Maine System*, the Court held that “[LBL along with co-counsel] has demonstrable expertise litigating COVID-19 university tuition refund class action lawsuits.” Additionally, LBL was appointed to serve on the executive committee in the matter *Wilson v. Walmart Inc.*, Case No. 3:21-CV-00082(DPM), wherein it is alleged that the makers and distributors of baby food failed to disclose that its products contained elevated amounts of toxic heavy metals -- in accordance with a U.S. House of Representative Report by the Subcommittee on Economic and Consumer Policy Committee on Oversight and Reform (Feb. 4, 2021);

Leeds Brown Law, P.C. also has substantial experience settling class actions in state and federal courts, including those in New York. *See e.g., Mallory v. U.S. Outlet Stores, LLC.*, Index No. 619951/2023 (Sup. Ct. Nassau Cty. Apr. 12, 2024). *Settecasi v. Gotham Hall, LLC.*, Index No. 152791/2018 (Sup. Ct. N.Y. Cty. Feb. 28, 2024); *Walker v. S-Fer International Inc.*, Index No. 617294/2023 (Sup. Ct. Nassau Cty. Feb. 26, 2024); *Garcia v. Adidas America, Inc.*, Index No. 617444/2022 (Sup. Ct. Nassau Cty.; 2024); *Alam v. PTL Staffing LLC*, Index No. Index No. 605643/2022 (Sup. Ct. Nassau Cty. Nov. 13, 2023); *Butler v. Charles River Laboratories, Inc.*, Index (Sup. Ct. Nassau Cty. Nov. 9, 2023); *Devi Badlu v. Ulta Salon, Cosmetics & Fragrances, Inc.*, Index No. 615149/2023 (Sup. Ct. Nassau Cty. Nov. 6, 2023); *Shaw v. ClubCorp Willow Creek, LLC.*, Index No. 609331/2023 (Sup. Ct. Nassau Cty. Sept. 18, 2023); *Chowdhury v. Tastes on the Fly New York, LLC.*, Index No. 609227/2023 (Sup. Ct. Nassau Cty. July 19, 2023); *Rutella v. National Secs. Corp.*, 2022 N.Y. Misc. LEXIS 2311 (Sup. Ct. Nassau Cty., May 25, 2022) (denying defendants’ summary judgment motion and granting class certification for all workers in New York at four primary locations dating back to 2010); *Zappino v. LT Hospitality Management, Inc.*, Index No. 611884/2022 (Sup. Ct. Nassau Cty. Oct. 26, 2022); *Dixon v. Blue Hill at Stone Barns, LLC.*, Index No. 602878/2022 (Sup. Ct. Nassau Cty. Sept. 23, 2022); *Membrives v. HHC TRS FP Portfolio LLC.*, Index No. 607828/2015 (Sup. Ct. Nassau Cty. June 8, 2022) (granting Settlement of \$7,000,000); *Waloven v. W27 Highline Operator, LLC.*, Index No. 615616/2021 (Sup. Ct. Nassau Cty. Mar. 16, 2022); *Cerda v. Site Works Contracting Corp.*, Index No. 600301/2020 (Sup. Ct. Nassau Cty. Jan. 21, 2022); *Luchko v. Barclay Operating Corp.* Index No. 157657/2020 (Sup. Ct. N.Y. Cty. Jan. 5, 2022); *Ramlochan v. Westchester Shores Event Holdings, Inc.*, Index No. 53509/2018 (Sup. Ct. Westchester Cty. Jan. 25, 2021) (in approving award of attorneys’ fees, court acknowledged “the significant award agreed upon here comports with the firm’s significant level of experiences and substantial work performed in the course of the litigation and the settlement process in this action”); *Settecasi v. Ark Restaurant Corp.*, Index No. 154038/2018 (Sup. Ct. N.Y. Cty., Aug. 3, 2022) (approving class wide settlement at several catering facilities in New York City); *Waloven v. Forty Eight Lounge, LLC*, Index No. 603608/2021 (Sup. Ct. Nassau Cty. Oct. 15, 2021); *Cantelmo v. Ravel Hotel LLC*, Index No. 606182/2020 (Sup. Ct. Nassau Cty. Sept. 29, 2021); *Robinson v. Wildlife Conservation Society*, Index No. 502823/2019 (Sup. Ct. Kings Cty. Sept. 9, 2021); *Villasin v. Marriott Hotel Services, Inc.*, Index No. 608511/2017 (Sup. Ct. Nassau Cty. Aug. 16, 2021); *Barnes v. PH New York, LLC*, 157340/2018 (Sup. Ct. N.Y. Cty. Apr. 6, 2021); *In re Mt. Fuji Restaurant Class Action Lawsuit*, Index No. 614047/2020 (Sup. Ct. Nassau Cty. Mar. 19, 2021); *Islam v. Morgans Hotel Group Management LLC*, Index No. 612723/2020 (Sup. Ct. Nassau Cty. Mar. 18, 2021); *Sanchez v. Craft Beekman, LLC*, Index No. 154833/2019 (Sup. Ct. N.Y.

Cty. Mar. 17, 2021); *Mauro v. Gurney's Inn Resort & Spa LLC*, Index No. 616077/2019 (Sup. Ct. Nassau Cty. Mar. 15, 2021); *Cedeno v. Hibernia Construction LLC*, Index No. 605947/2017 (Sup. Ct. Nassau Cty. Mar. 8, 2021); *Gonzalez v. Sterling Caterers, Inc.*, Index No. 603074/2019 (Sup. Ct. Nassau Cty. Feb. 26, 2019); *Padder v. Levy Premium Foodservice Limited Partnership*, Index No. 518187/2018 (Sup. Ct. Kings Cty. Dec. 9, 2020); *Gonzalez v. Masgad Corp.*, Index No. 607031/2018 (Sup. Ct. Nassau Cty. Oct. 7, 2020); *Angulo v. Parm Battery Park LLC*, Index No. 508280/2020 (Sup. Ct. Kings Cty. Sept. 28, 2020); *Cortes v. Pacific Langham New York Corporation*, Index No. 154853/2018 (Sup. Ct. N.Y. Cty. June 17, 2020); *Vizcaino v. The Ritz Carlton Hotel Company, L.L.C.*, Index No. 607281/2016 (Sup. Ct. Suffolk Cty. May 29, 2020); *Pinzon v. Summit Development Corp.*, Index No. 604025/2016 (Sup. Ct. Nassau Cty. May 11, 2020); *Contreras v. Salem Golf Club Associates, LLC*, Index No. 63967/2018 (Sup. Ct. Westchester Cty. Mar. 16, 2020); *James-Howell v. Family Residences and Essential Enterprises, Inc.*, Index No. 605950/2017 (Sup. Ct. Mar. 11, 2020); *Santa Maria v. Aimbridge Hospitality, LLC*, Index No. 2018-51928 (Sup. Ct. Dutchess Cty. Feb. 24, 2020); *Padder v. Logans Sanctuary LLC*, Index No. 602455/2018 (Sup. Ct. Nassau Cty. Feb. 19, 2020); *Diaz v. Anvil NY LLC*, Index No. 525279/2018 (Sup. Ct. Kings Cty. Jan. 9, 2020); *Godfrey v. The Executive Club LLC*, Index No. 512924/2018 (Sup. Ct. Kings Cty. Dec. 18, 2019); *Ramlochan v. Manhasset Bay Yacht Club*, Index No. 605618/2018 (Sup. Ct. Nassau Cty. Dec. 11, 2019); *Ferguson v. The Lure Group*, Index No. 156054/2017 (Sup. Ct. N.Y. Cty. Dec. 3, 2019); *Destefano v. Cold Spring Country Club, Inc.*, Index No. 617008/2017 (Sup. Ct. Suffolk Cty. Nov. 25, 2019); *Ascensio v. Dinosaur Restaurant, LLC*, Index No. 154847/2017 (Sup. Ct. N.Y. Cty. Nov. 12, 2019); *Robinson v. Access Food & Beverage, Inc.*, Index No. 152746/2018 (Sup. Ct. N.Y. Cty. Nov 8, 2019); *Contreras v. Dania Marina, Inc.*, Index No. 5436/2018 (Sup. Ct. Westchester Cty. Oct. 3, 2019); *Posner v. NYS Pool Management Company, Inc.*, Index No. 609371/2017 (Sup. Ct. Nassau Cty. Sept. 26, 2019); *Maria v. Sankara NY, LLC*, Index No. 51469/2018 (Sup. Ct. Westchester Cty. Aug. 20, 2019); *Settecasì v. Michael Scott Catering LLC*, Index No. 601994/2018 (Sup. Ct. Nassau Cty. Aug. 19, 2019); *Torres v. Old Oaks Country Club, Inc.*, Index No. 63047/2017 (Sup. Ct. Westchester Cty. Aug. 16, 2019); *Ayasi v. Sirena Restaurant, Inc.*, Index No. 504596/2019 (Sup. Ct. Kings. Cty. Aug. 7, 2019); *Locandro v. Willow Ridge Country Club, Inc.*, Index No. 63740/2017 (Sup. Ct. Westchester Cty. July 16, 2019); *McShane v. Foxsco Inc.*, Index No. 607129/2017 (Sup. Ct. Nassau Cty. July 8, 2019); *Maor v. Volume Service America, Inc.*, Index No. 158298/2014 (Sup. Ct. N.Y. Cty. June 6, 2019); *Blue v. MDC Tavern Corp.*, Index No. 600162/2017 (Sup. Ct. Nassau Cty. May 22, 2019); *Fernandez v. Masterpiece Caterers, Corp.*, Index No. 51469/2018 (Sup. Ct. N.Y. Cty. May 7, 2019); *Montero v. 333 Bayville Avenue Restaurant Corp.*, Index No. 603760/2017 (Sup. Ct. Nassau Cty. May 6, 2019); *Maor v. GAC Caterers, Inc.*, Index No. 25669/2017 (Sup. Ct. Bronx Cty, May 6, 2019); *Fredericks v. Derek Lam International LLC*, Index No. 154922/2015 (N.Y. Sup. Ct. N.Y. Cty. May 30, 2018); *Craparotta v. Ralph Lauren Corporation*, Index No. 153553/2015 (N.Y. Sup. Ct. N.Y. Cty. May 1, 2018); *Huggins v. Gucci America, Inc.*, Index No. 161446/2014 (N.Y. Sup. Ct. N.Y. Cty. Apr. 30, 2018); *Jailall v. Diesel U.S.A., Inc.*, Index No. 156210/2015 (N.Y. Sup. Ct. N.Y. Cty. Mar. 28, 2018); *Podell v. Alexander Wang Global Retail LLC*, Index No. 600355/2015 (N.Y. Sup. Ct. Nassau Cty. Dec. 19, 2017); *Smith v. The Donna Karan Company LLC*, Index No. 157912/2013 (N.Y. Sup. Ct. N.Y. Cty. Nov. 13, 2017); *Zarembra v. Gilt Groupe, Inc.*, Index No. 151631/2017 (N.Y. Sup. Ct. N.Y. Cty. Oct. 25, 2017); *Lass v. Alice (Plus) Olivia, LLC*, Index No. 150527/2015 (N.Y. Sup. Ct. N.Y. Cty. Oct. 10, 2017); *Warren v. Marc Jacobs International, LLC*, Index No. 160107/2014 (N.Y. Sup. Ct. N.Y.

Cty. Sept. 20, 2017); *Kocivar v. Wenner Media LLC*, Index No. 150756/2015 (N.Y. Sup. Ct. N.Y. Cty Aug. 2, 2017); *Giraud v. Dolce & Gabbana, USA, Inc.*, Index No. 652522/2015 (N.Y. Sup. Ct. N.Y. Cty Jul. 19, 2017); *Awogbile v. Kenneth Cole Productions, Inc.*, Index No. 161886/2014 (N.Y. Sup. Ct. N.Y. Cty. Jul. 18, 2017); *Carden v. IMG Worldwide, LLC*, Index No. 162501/2014 (N.Y. Sup. Ct. N.Y. Cty. May 30, 2017); *Mendez v. KCD, Inc.*, Index No. 155702/2015 (N.Y. Sup. Ct. N.Y. Cty. Jan. 4, 2017); *Whitlow v. Burberry Limited*, Index No. 150529/2015 (N.Y. Sup. Ct. N.Y. Cty. Nov. 15, 2016); *Smith v. Fendi North America, Inc.*, Index No. 151756/2015 (N.Y. Sup. Ct. Nassau Cty. Oct. 19, 2016); *Grant v. Warner Music Group Corp.*, Case No. 13-CV-449 (PGG) (S.D.N.Y. Mar. 10, 2016); *Vitetta v. Sirius XM Radio Inc.*, Case No. 14-CV-2926 (VEC) (S.D.N.Y. Feb. 17, 2016); *Arias v. Clear Channel Broadcasting, Inc.*, Case No. 14-CV-05088 (SN) (S.D.N.Y. Feb. 2, 2016); *O'Jeda v. Viacom*, 13 Civ. 5658 (JMF)(GWG) (S.D.N.Y. Jan. 13, 2016). *Villasin v. Glenarbor Golf Club, LLC*, Index No. 608512/2017 (Sup. Ct. Nassau Cty. Apr. 25, 2019); *Heale v. Hickory Ridge Golf & Country Club Inc.*, Index No. E2017000673 (Sup. Ct. Monroe Cty. Apr. 5, 2019); *Salzman v. Coveleigh Club, Inc.*, Index No. 608525/2017 (Sup. Ct. Nassau Cty. Apr. 2, 2019); *Villasin v. American Yacht Club*, Index No. 608975/2017 (Sup. Ct. Nassau Cty. Jan. 10, 2019); *Salzmann v. Metropolis Country Club, Inc.*, Index No. 608527/2017 (Sup. Ct. Nassau Cty. Jan. 7, 2019).

Michael A. Tompkins of Leeds Brown Law is a graduate of the University of North Carolina – Chapel Hill (B.A.), Indiana University – Bloomington (M.S.), and Hofstra University School of Law (J.D.) and works for Leeds Brown Law on complex litigation related to class and collective actions. Mr. Tompkins has also been involved in large-scale class actions and consumer fraud class actions in various courts. Mr. Tompkins has served as class counsel in dozens of class actions and has been acknowledged for his involvement in those cases. *See e.g. Malcok v. SEB Service of New York, Inc.*, Case No. 11-CV-5089(MDG) (E.D.N.Y. March 13, 2017) (“[Mr. Jeffrey K. Brown, Mr. Michael A. Tompkins, Ms. Suzanne Leeds and co- counsel] have experience litigating class and collective actions based on wage and hour claims.... This Court observed counsel’s performance in this action ... and finds that their performance in both litigating and settling this case demonstrates their commitment to the classes and to representing the interests of the classes.”); *see also Tart v. Lions Gate Entm’t Corp.*, 2015 U.S. Dist. LEXIS 139266 at \*7 (S.D.N.Y. Oct. 13, 2015) (“Virginia & Ambinder, LLP and Leeds Brown Law, P.C. are experienced and well-qualified employment and class action lawyers with expertise in prosecuting and settling labor law cases.”); *Cohan v. Columbia Sussex Management, LLC*, 2018 U.S. Dist. LEXIS 170192 (E.D.N.Y. Sept. 28, 2018) (“Class counsel [LBL and V&A] are well known class action employment lawyers who have extensive experience and special expertise in prosecuting and settling FLSA and NYLL wage and hour cases.”); *Garcia v. Exec. Club LLC*, No. 10-cv-1545 (SHS), 2012 U.S. Dist. LEXIS 189823 (S.D.N.Y. May 10, 2012) (“Class Counsel [V&A and LBL] have experience prosecuting and settling employment class actions, including wage and hour class actions and are well-versed in wage and hour law and in class action law.”); *Varela v. Building Services Industries, LLC*, Index No. 600037/2016 (Sup. Ct. Nassau Cty. June 21, 2018) (“the Court finds that class counsel [including Michael A. Tompkins] have established their significant experience prosecuting employment class actions and their work performed in the representing the interests of the class members in this action.”). In 2019, Honorable Gretchen Walsh, J.S.C. Commercial Division, Westchester County, commended Leeds Brown Law, P.C. for its work and vigorous representation of its clients, including the class, in *Contreras v. Dania Marina, Inc.*, Index No. 54536/2018 (Sup. Ct.

Westchester Cty., Oct. 3, 2019), when approving the class-wide settlement. Mr. Tompkins has also spoken at symposiums and events regarding wage violations, class action settlements, and worker protections. Additionally, Mr. Tompkins serves on the Nassau County Comptroller's Living Wage Advisory Committee and is admitted to practice in New York State, Eastern District of New York, Southern District of New York, Northern District of New York, the Second Circuit Court of Appeals, Fifth Circuit Court of Appeals, and Tenth Circuit Court of Appeals. Recently, Mr. Tompkins has served as lead or co-lead counsel in several actions that have resolved themselves in the college COVID refund context. *See e.g., Qureshi v. American Univ.*, Case No. 1:20-cv-1141-CRC (D.C. Dist. May 7, 2024) (granting final approval of the class settlement for \$5.439M based on the reasonableness and fairness of the settlement); *Stewart v. Univ. of Maine System*, Civil Action Dkt. CV20-537 (serving as lead counsel through class certification, opposing summary judgment, negotiations, and final approval); *see also Arredondo v. Univ. of La Verne*, Case No. 2:20-cv-7665(MCS)(RAO) (C.D. Cal) (reflecting one of the largest per student recoveries in the country after successfully obtaining class certification and summary judgment on behalf of the class of undergraduate students in the amount of more than \$8.8M in conferred benefits); *Porter v. Emerson College*, Case No. 1:20-cv-11897-RWZ (D.Mass. Nov. 27, 2022)(granting final approval of the class action settlement); *Booth v. Molloy College*, Index No. 608750/2020 (Sup. Ct. Nassau Cty. Oct. 18, 2023)(granting final approval of the class action settlement).

Anthony M. Alesandro of Leeds Brown Law is a graduate of SUNY Albany (B.A.) and Maurice A. Deane School of Law at Hofstra University (J.D.). Mr. Alesandro has served as part of the Leeds Brown Law complex litigation team since 2018 during which time he has worked on several class actions that have resolved in recent years including *Contreras v. Dania Marina, Inc.*, Index No. 54536/2018 (Sup. Ct. Westchester Cty., Oct. 3, 2019)(“Thank you for all your efforts on both sides here. I think everybody was vigorously represented in this action. And I commend counsel for their work as well”); *Settecasì v. Ark Restaurants Corp, et. al.*, Index No. 154038/2018 (Sup. Ct. N.Y. Cty., Oct. 3, 2018); *Cedeno et al v. Hibernia Construction, Inc. et al*, Index No. 605947/2017 (Sup. Ct. Nassau Cty. Mar. 12, 2021); among others. Further, Mr. Alesandro has worked on Leeds Brown Tuition Refund team since March 2020, during which time Leeds Brown has had success in litigating and settling cases on behalf of students around the country. *See e.g., Dean v. Marvville Univ. of St. Louis*, Cause No. 20SL-CC02850 (Mo. Cir. Ct., St. Louis Cty. Aug. 8, 2023) (granting class certification with LBL along with co-counsel as Class Counsel); *Booth v. Molloy College*, Index No. 608750/2020 (Sup. Ct. Nassau Cty. Oct. 18, 2023)(granting final approval of the class action settlement); *Porter v. Emerson College*, Case No. 1:20-cv-11897-RWZ (D.Mass. Nov. 27, 2022)(granting final approval of the class action settlement); *see also Staubus v. Regents of the Univ. of Minnesota*, Court File NO. 27-cv-20-8546 (Minn. 4<sup>th</sup> Jud. Dist., Aug. 29, 2023) (granting final approval); *Kincheloe v. Univ. of Chicago*, Case No. 1:20-cv-3015 (N.D. Ill. Aug. 16, 2023) (granting preliminary approval motion due by Oct. 17, 2023). Mr. Alesandro is admitted to the New York Bar, The Southern District of New York, and the Eastern District of New York.

Jeffrey K. Brown of Leeds Brown Law is a graduate of SUNY Albany and Hofstra Law School, and is the managing partner of Leeds Brown Law. Since his admission to the New York State Bar in 1997, Mr. Brown has served as lead counsel in hundreds of class actions and individual cases for unpaid wages, overtime and tips, sexual harassment and employment

discrimination in the New York City Metropolitan area which have generated millions of dollars for the Firm's Clients. Among just a few of his highlights, Mr. Brown served as lead counsel in a real estate discrimination case, *Board of Managers of Vista Tower Condominium v. Roosevelt Avenue Associates*, in which the Firm recovered approximately \$19 million on behalf of 135 Asian condominium owners in Flushing, Queens. In other actions, Mr. Brown has been recognized for his work. See e.g., *Colabufo v. CNA Financial Corp.*, 04-CV-1863(BMC) (S.D.N.Y. July 31, 2009) ("We're obviously dealing with high-end lawyers in this case ... It seems like they gave their all to this. It seems like it would be an overstatement to say 'sweat blood,' but it sounds to me like there was a lot of sweating involved on both sides in this and the plaintiffs, no question, earned their fee in this ... You can't argue to that unless you point to some specific infirmity in counsel's performance and there is no suggestion of that here ... [P]laintiffs' law firms ... appeared to have done an excellent job in this, so I don't have any question about the adequacy of representation of the class.").

Brett R. Cohen of Leeds Brown Law is a graduate of Fordham Univ. School of Law (J.D.) and the University of Wisconsin-Madison (B.S.), and previously worked under Hon. Arthur M. Diamond, J.S.C. of New York State Supreme Court Nassau County prior to joining Leeds Brown Law. Mr. Cohen is admitted to practice in New York, California, and Florida, and has served as lead counsel for Leeds Brown Law, in several actions that have resolved themselves in recent years, including for alleged stolen gratuities. See e.g., *Aguiar v. Airport Inn Inc.*, Index No. 603675/2018 (Sup. Ct. Nassau Cty., Feb. 7, 2022) (approving Brett Cohen, Michael Tompkins and Jeffrey K. Brown as class counsel "based on their experience litigating class actions, including those under the Labor Law and the Hospitality Wage Order"); *Luchko v. Barclay Operating Corp.* Index No. 157657/2020 (Sup. Ct. N.Y. Cty. Jan. 5, 2022); *Waloven v. Forty Eight Lounge, LLC*, Index No. 603608/2021 (Sup. Ct. Nassau Cty. Oct. 15, 2021); *Cantelmo v. Ravel Hotel LLC*, Index No. 606182/2020 (Sup. Ct. Nassau Cty. Sept. 29, 2021); *Robinson v. Wildlife Conservation Society*, Index No. 502823/2019 (Sup. Ct. Kings Cty. Sept. 9, 2021); *Villasin v. Marriott Hotel Services, Inc.*, Index No. 608511/2017 (Sup. Ct. Nassau Cty. Aug. 16, 2021); *Barnes v. PH New York, LLC*, 157340/2018 (Sup. Ct. N.Y. Cty. Apr. 6, 2021); *In re Mt. Fuji Restaurant Class Action Lawsuit*, Index No. 614047/2020 (Sup. Ct. Nassau Cty. Mar. 19, 2021); *Islam v. Morgans Hotel Group Management LLC*, Index No. 612723/2020 (Sup. Ct. Nassau Cty. Mar. 18, 2021); *Sanchez v. Craft Beekman, LLC*, Index No. 154833/2019 (Sup. Ct. N.Y. Cty. Mar. 17, 2021); *Mauro v. Gurney's Inn Resort & Spa LLC*, Index No. 616077/2019 (Sup. Ct. Nassau Cty. Mar. 15, 2021). In one recent case, Judge Terry J. Ruderman acknowledged Leeds Brown. See *Ramlochan v. Westchester Shores Event Holdings, Inc. et. al.* Index No. 53509/2018 (N.Y. Sup. Ct. Westchester Cty. April 23, 2020), where the Honorable Terry J. Ruderman grants class certification and states that Plaintiffs' counsel "has shown its ability to manage a class action..."). Brett is admitted in New York, New Jersey, Florida, and California, along with various United States District Courts in those states.

In total, Mr. Tompkins, Mr. Alesandro, Mr. Brown, and Mr. Cohen have been involved in more than 100 class or collective actions settlements, which has resulted in over \$100,000,000 available to class members to collect since 2011.