

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

*Ryan v. Temple University*, Civil Action No. 20-cv-2164 (E.D. Pa.) and  
*Fusca v. Temple University*, Civil Action No. 20-cv-3434 (E.D. Pa.)

ATTENTION: ALL STUDENTS ENROLLED AT TEMPLE UNIVERSITY IN AT LEAST ONE IN-PERSON, ON-CAMPUS CLASS DURING THE SPRING 2020 SEMESTER WHO REMAINED ENROLLED AFTER MARCH 16, 2020, AND PAID THEIR TUITION AND/OR UNIVERSITY SERVICES FEE OBLIGATIONS FROM ANY SOURCE FOR THAT SEMESTER

The United States District Court for the Eastern District of 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 email, 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 at Temple University Of The Commonwealth System of Higher Education (“Temple”) as an undergraduate, graduate, or professional student in at least one in-person, on-campus class during the Spring 2020 Semester, remained enrolled after March 16, 2020, and paid your tuition and/or University Services Fee obligations from any source for that semester, then you may be 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 Plaintiffs, who were students at Temple during the Spring 2020 semester, against Temple, on behalf of a putative class who paid tuition and/or the University Services Fee for the Spring 2020 Semester. The cases are captioned *Ryan v. Temple University*, Civil Action No. 20-cv-2164 (E.D. Pa.) and *Fusca v. Temple University*, Civil Action No. 20-cv-3434 (E.D. Pa.) (the “Action”). Temple has agreed to pay \$6,900,000 into a Settlement Fund to resolve the Action. Temple denies all allegations of wrongdoing in the Action and has agreed to a settlement to avoid the expense, uncertainty, and burden of continued litigation.

**SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS  
IN THIS PROPOSED SETTLEMENT**

<b>YOUR OPTIONS</b>	<b>INSTRUCTIONS</b>	<b>DUE DATE</b>
<b>DO NOTHING AND AUTOMATICALLY RECEIVE A PAYMENT</b>	Your Cash Award will be sent automatically by First-Class U.S. Mail to your last known mailing address on file with the Temple Registrar.	See Answer 18 below.
<b>PROVIDE AN UPDATED ADDRESS; ELECT ALTERNATIVE PAYMENT METHOD; SELECT A NON-CASH BENEFIT IN ADDITION TO YOUR PAYMENT</b>	<p>You will also have the option, but are not required, to visit the Settlement website at <a href="http://www.TempleCovidSettlement.com">www.TempleCovidSettlement.com</a> to choose one or more of the following selections: (a) provide an updated mailing address for sending a check; (b) elect to receive the Cash Award by Venmo or PayPal instead of a paper check; (c) elect to apply the Cash Award to your Temple account; or (d) elect to donate the Cash Award to Temple’s General Scholarship Fund.</p> <p>Additionally, you will have the option to select one of the Non-Cash Benefits: (i) one non-transferable Temple University home football season ticket (seat location to be determined at Temple’s discretion) for the two consecutive seasons after the Settlement receives final approval by the Court and is no longer subject to appeal (the “Effective Date”); or (ii) one non-transferable Alumni Recreation Access pass, which will be issued to Settlement Class Members who elect this option in a reasonable amount of time after the Effective Date, and which will last for approximately two consecutive years; or (iii) one non-transferable course offered through Temple’s Office of Non-Credit and Continuing Education, which must be redeemed within one year of the Effective Date. The course number must start with ONCE. Online, self-paced courses offered in partnership with LERN/UGotClass,</p>	Your selection must be made no later than <b>December 27, 2024.</b>

	ed2go, and ETC are excluded from this Non-Cash Benefit. For more information, see Answer 7 below.	
<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 or a Non-Cash Benefit and you will keep any individual claims you may have against Temple 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 your own lawsuit. For more detailed instructions about opting out, see Answer 9 below.	Postmarked no later than <b>January 13, 2025</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 or why the request for attorneys’ fees of Plaintiffs’ Counsel should be disallowed or reduced. If your objection is overruled by the Court and the proposed Settlement is approved, then you would be included in the Settlement Class. 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 10 below.	Postmarked no later than <b>January 13, 2025</b> .

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 *Ryan v. Temple University*, Civil Action No. 20-cv-2164 (E.D. Pa.) and *Fusca v. Temple University*, Civil Action No. 20-cv-3434 (E.D. Pa.). This case is a putative class action, meaning that the Settlement Class Representatives—Brooke Ryan and Christina Fusca—brought this action as individuals acting on behalf of a putative class of all people who paid tuition and/or the University Services Fee for the Spring 2020 Semester at Temple. The Settlement Class Representatives alleged claims for breach of contract and unjust enrichment based on Temple’s transition to remote learning in response to the COVID-19 pandemic. After extensive litigation, including an appeal to the Third Circuit Court of Appeals, and two comprehensive mediations conducted by a highly experienced mediator, the Parties agreed to the proposed Settlement.

Temple denies all of the allegations made in the Action. Temple has also asserted numerous defenses to the claims in this Action. The proposed Settlement is not an admission of liability or wrongdoing of any kind by Temple. The Court has not decided that Temple did anything wrong.

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

If you received notice of this lawsuit, it is because Temple’s records indicate that you were enrolled at Temple during the Spring 2020 Semester and paid tuition and/or the University Services Fee that are the subject of this Action. The Court directed that this notice be made available to all potential 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 in at least one in-person, on-campus class as a Temple undergraduate, graduate, or professional student during the Spring 2020 Semester, remained enrolled after March 16, 2020, and paid your tuition and/or University Services Fee obligations from any source for that semester, then you potentially qualify as a Settlement Class Member.

Excluded from the Settlement Class are: (1) any person who withdrew from Temple on or before March 16, 2020; (2) any person who was enrolled solely in a class or classes that were originally intended to be taught in an online format in the Spring 2020 Semester even before the COVID-19 pandemic; (3) any person who received a full scholarship\grants from Temple or otherwise was not obligated to make contributions, payments, or third-party arrangements towards tuition or the University Services Fee for the Spring 2020 Semester; (4) any Judge or Magistrate presiding over this Action and members of their families; (5) any person who properly executes and files a timely request for exclusion from the Settlement Class; and (6) the legal representatives, successors, or assigns of any such excluded person.

#### 4. Why is there a proposed Settlement?

It is the Settlement Class Representatives' 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 representatives. The class representatives then have 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 Representatives and Class Counsel that this proposed Settlement is in the best interests of all Settlement Class Members.

Temple denies the claims asserted and believes that its actions were proper and in accordance with the terms of its policies, agreements, and applicable law, including Governmental shutdown orders. Temple denies that its actions give rise to any claim by the Settlement Class Representatives or any Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Temple. There has been no determination that Temple did anything wrong.

Both sides agreed to the proposed Settlement after extensive litigation and negotiations before a mediator with substantial experience mediating tuition refund cases. Both sides agreed to this proposed Settlement to avoid the burdens, costs, delays, and risks of continued litigation.

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

In order to approve the proposed Settlement, the Court must decide that the proposed Settlement is fair, reasonable, and adequate. At this time, the Court has already reviewed and decided to grant preliminary approval of the proposed Settlement, after which notice was disseminated to potential Settlement Class Members. The Court will make a final decision regarding the proposed Settlement at a Final Approval Hearing, which is currently scheduled for **February 26, 2025**.

### YOUR OPTIONS

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

If you are a potential 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 Cash Award allocated to you according to the terms of the proposed Settlement.

However, you must fill out the Election Form to receive a Non-Cash Benefit. The Election Form also allows you to update your mailing address to receive a check, or elect to receive the Cash Award by Venmo or PayPal, to apply the Cash Award to your Temple account, or to donate your Cash Award to Temple's General Scholarship Fund; (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. Do I have to do anything if I want to participate in the proposed Settlement?

No. If you are a Settlement Class Member and the proposed Settlement is approved by the Court, you are automatically entitled to a Cash Award that will be mailed to you at the last known address for you in Temple's records. However, you must fill out the Election Form by **December 27**,

**2024**, to receive a Non-Cash Benefit. You will also have the option to visit the Settlement Website at [www.TempleCovidSettlement.com](http://www.TempleCovidSettlement.com) to (a) provide an updated mailing address for sending a check; (b) elect to receive the Cash Award by Venmo or PayPal instead of a paper check; (c) elect to apply the Cash Award to your Temple account; or (d) elect to donate the Cash Award to Temple’s General Scholarship Fund. These actions must be taken no later than **December 27, 2024**.

Additionally, you will have the option to select one of the Non-Cash Benefits: (i) one non-transferable Temple University home football season ticket (seat location to be determined at Temple’s discretion) for the two consecutive seasons following the Effective Date of the Settlement; or (ii) one non-transferable Alumni Recreation Access pass, which will be issued to Settlement Class Members who elect this option in a reasonable amount of time after the Effective Date of the Settlement, and which will last for approximately two consecutive years; or (iii) one non-transferable course offered through Temple’s Office of Non-Credit and Continuing Education, which must be redeemed within one year of the Effective Date of the Settlement. The course number must start with ONCE. Online, self-paced courses offered in partnership with LERN/UGotClass, ed2go, and ETC are excluded from this Non-Cash Benefit. Your selection must be made no later than **December 27, 2024**. The “Effective Date” of the Settlement is after the Settlement has received final approval by the Court and is no longer subject to appeal.

## OPTING OUT OF THE PROPOSED SETTLEMENT

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

If you would prefer not to participate in the proposed Settlement, then you may want to considering opting out. If you opt out, you will not receive a Cash Award or a Non-Cash Benefit and you will keep any individual claim you may have against Temple 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 your own lawsuit.

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

To opt out of the proposed Settlement, you must send a request to the Settlement Administrator at:

Temple Covid Settlement  
ATTN: EXCLUSIONS  
P.O. Box 173001  
Milwaukee, WI 53217

Your request must be in writing and:

- a. include a statement that you wish to be excluded from 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 name and number of the Action: *Ryan v. Temple University*, Civil

- e. be postmarked no later than **January 13, 2025**, or it will be denied as untimely and invalid.

**Incomplete opt outs are invalid.**

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 Cash Award, and will be bound by the proposed Settlement.

If you validly elect to be excluded from the Settlement Class, you will not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

A request to opt out of the proposed Settlement must be done on an individual basis. **Electronic signatures (other than DocuSign) are not valid or effective. A potential Settlement Class Member cannot purport to opt others out of the proposed Settlement on a class or representative basis.**

## OBJECTING TO THE PROPOSED SETTLEMENT

### 10. How do I object to the proposed Settlement?

You can object to the proposed Settlement, the incentive awards to the Settlement Class Representatives, and/or the Attorneys' Fee Request, 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 attorneys' fees sought by Class Counsel.

Your objection must be in writing, be personally signed by you, and must include:

- a. your name, address, and either a telephone number or email address;
- b. the name and number of the Action: *Ryan v. Temple University*, Civil Action No. 20-cv-2164 (E.D. Pa.);
- c. all grounds for the objection, including all citations to legal authority and evidence supporting the objection;
- d. the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of the objection; and
- e. a statement indicating whether you intend to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in

accordance with the Local Rules).

**Electronic signatures (other than DocuSign) are not valid or effective.** If you are a Settlement Class Member and you file an objection, you are still entitled to receive benefits under the Settlement and are bound by the Settlement if it is approved.

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, Temple’s Counsel, and the Settlement Administrator at the addresses below. All objections must be postmarked no later than **January 13, 2025**.

<b>Clerk of Court</b>	<b>Settlement Administrator</b>	<b>Class Counsel</b>	<b>Temple’s Counsel</b>
<b>Clerk of the Court</b> United States District Court for the Eastern District of Pennsylvania Edward N. Cahn U.S. Courthouse 504 W. Hamilton Street Allentown, PA 18101	Temple Covid Settlement ATTN: OBJECTIONS P.O. Box 173001 Milwaukee, WI 53217	<b>LYNCH CARPENTER LLP</b> Attn: Nicolas A. Colella 1133 Penn Avenue 5 <sup>th</sup> Floor Pittsburgh, PA 15222  <b>POULIN   WILLEY   ANASTOPOULO, LLC</b> Attn: Paul J. Doolittle 32 Ann Street Charleston, SC 29403	<b>FINE, KAPLAN AND BLACK, RPC</b> Attn: Roberta D. Liebenberg One South Broad Street Suite 2300 Philadelphia, PA 19107

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

If you make a timely and valid written objection, you may (but are not required to) appear at the Final Approval Hearing, either in person or through your own attorney, provided that you state your intention to appear in the objection itself. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

**12. What is the difference between objecting and opting out?**

Objecting is telling the Court that you do not like something about the proposed Settlement. You can object to the proposed Settlement only if you do not opt out of the Settlement Class. If you object to the proposed Settlement and the proposed Settlement is ultimately approved, then you are entitled to a Cash Award and will release any claims related to Temple’s transition to remote learning during 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 you opt out of the proposed Settlement you cannot object to it

because it no longer affects you, and you will not receive any Cash Award or a Non-Cash Benefit from the Settlement.

## THE PROPOSED SETTLEMENT PAYMENT

### 13. How much is this proposed Settlement?

The Parties have agreed to a Settlement Fund of \$6,900,000.

As discussed in more detail below, attorneys' fees and costs, incentive awards for the Settlement Class Representatives, 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 Available Settlement Fund – will be divided equally among all Settlement Class Members entitled to payments as outlined in the proposed Settlement and discussed further below in Answer 17.

### 14. 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 to be paid out of the Settlement Fund of not more than \$2,300,000 (33 1/3% of the Settlement Fund), and will request that Class Counsel be reimbursed for their out-of-pocket litigation costs incurred in litigating the Action of not more than \$250,000. Class Counsel must submit their request to the Court by **December 30, 2024**, 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.TempleCovidSettlement.com](http://www.TempleCovidSettlement.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 10 above. The Court will 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.

### 15. How much of the Settlement Fund will be used to pay the Settlement Class Representatives?

Class Counsel will request that the Settlement Class Representatives, Brooke Ryan and Christina Fusca, be paid an award in the amount of no more than \$5,000 each, in recognition of their work in connection with this case. The award must be approved by the Court.

### 16. 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 \$150,000 and will be paid out of the Settlement Fund. In the event that such expenses exceed \$150,000, such additional amounts will be paid from the Settlement Fund only after approval by both Class Counsel and Temple's Counsel.

**17. How much will my payment be?**

The balance of the Settlement Fund after paying administrative expenses, attorneys' fees and costs, and awards to the Settlement Class Representatives will be known as the Available Settlement Fund. The Available Settlement Fund will be distributed equally to Settlement Class Members.

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

The Court will hold a Final Approval Hearing on **February 26, 2025**, 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 after the Effective Date, meaning the date when the approval of the Settlement is no longer subject to an appeal.

**THE FINAL APPROVAL HEARING**

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

The Court will hold a Final Approval Hearing on **February 26, 2025**, at the United States District Court for the Eastern District of Pennsylvania, Edward N. Cahn U.S. Courthouse, 504 W. Hamilton Street, Allentown, PA 18101. 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 awards to the Settlement Class Representatives. The hearing will be public. The date and time of the Final Approval Hearing may change without further notice. Please check the Settlement website for updates.

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

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you desire to do so. If you have properly filed an objection, you do not have to come to the hearing to talk about it. As long as you meet the requirements for objections, the Court will consider it.

**21. 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 10 above, that you wish to be heard at the Final Approval Hearing.

You cannot speak at the hearing or send your own lawyer to speak on your behalf if you exclude yourself from the Settlement Class.

## THE LAWYERS REPRESENTING THE CLASS

### 22. Do I have a lawyer in this case?

The Court has ordered that the law firms of Lynch Carpenter, LLP; Poulin | Willey | Anastopoulo, LLC; and Carpey Law, P.C. will serve as Class Counsel and will represent all Settlement Class Members in this matter.

### 23. 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.

## 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.TempleCovidSettlement.com](http://www.TempleCovidSettlement.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:

Temple Covid Settlement  
c/o A.B. Data, Ltd.  
P.O. Box 173000  
Milwaukee, WI 53217  
Toll-free: (877) 252-4685  
Email: [info@TempleCovidSettlement.com](mailto:info@TempleCovidSettlement.com)

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

### POULIN | WILLEY | ANASTOPOULO, LLC

Attn: Paul J. Doolittle  
32 Ann Street  
Charleston, SC 29403

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