

# Exhibit 1



Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

### RECITALS

1. Plaintiff Brooke Ryan filed the initial Complaint in *Ryan v. Temple University*, No. 20-cv-02164, in the Eastern District of Pennsylvania (Allentown) on May 5, 2020. ECF No. 1.
2. Plaintiff Christina Fusca filed her Complaint in *Fusca v. Temple University*, No. 20-cv-03434, in the Eastern District of Pennsylvania (Philadelphia) on July 14, 2020. ECF No. 1. The *Ryan* and *Fusca* actions are referred to hereinafter as “the Actions.”
3. Defendant moved to dismiss Plaintiff Ryan’s Complaint on July 15, 2020. ECF No. 10.
4. On July 29, 2020, Plaintiff Ryan filed an Amended Complaint. ECF No. 11.
5. On August 12, 2020, Plaintiff Ryan filed her Motion to Consolidate Cases and Appoint Interim Counsel. ECF No 13. This motion was granted, and on September 4, 2020, Plaintiff Ryan and Plaintiff Fusca filed a Consolidated Second Amended Class Action Complaint. ECF No. 15.
6. On October 5, 2020, Temple filed its motion to dismiss the Consolidated Second Amended Class Action Complaint. ECF No. 16. Named Plaintiffs filed their opposition brief to this motion to dismiss on November 4, 2020. ECF No. 17.
7. Temple filed a reply in support of its motion to dismiss on November 19, 2020. ECF No. 19.
8. On April 22, 2021, the Court granted Defendant’s motion to dismiss. ECF Nos. 37-38.

9. Named Plaintiffs filed their notice of appeal to the Third Circuit on May 24, 2021. ECF No. 39. *Ryan v. Temple University*, No. 21-2016 (3d Cir.).
10. Named Plaintiffs filed their Opening Brief and Joint Appendix on November 19, 2021. ECF No. 31.
11. Temple filed its Response on January 18, 2022. ECF No. 38.
12. Named Plaintiffs filed their Reply Brief on February 22, 2022. ECF No. 51.
13. Oral argument was held on January 25, 2023. The Third Circuit affirmed in part, reversed in part, and remanded for further proceedings on August 11, 2023 and subsequently issued an Amended Opinion on September 6, 2023. ECF Nos. 63 and 68.
14. On April 26, 2023, the Parties held a mediation with the Hon. Diane M. Welsh (Ret.), which was unsuccessful. While no agreement was reached that day, the Parties remained in contact with one another and continued to engage in settlement discussions.
15. On February 23, 2024, the Parties held a second mediation session, and reached an agreement in principle on a class action settlement. The settlement negotiations were hard-fought and at arm's length under the supervision and oversight of Judge Welsh.
16. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act, breach of contract, or violation of law or duty alleged in the Actions. Nonetheless, taking into account the expense, uncertainty, burden and risks inherent in any litigation and the desire to avoid the

expenditure of further legal fees and costs, Defendant has concluded it is desirable and beneficial that the Actions be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

17. Plaintiffs believe that the claims asserted in the Actions against Defendant have merit and that they would have prevailed at class certification, summary judgment, and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Actions against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims, as further defined herein, be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle

the claims raised in the Actions pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs and Defendant that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Actions and the Released Claims shall be finally and fully compromised, settled, and released, and the Actions shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

### **AGREEMENT**

#### **1. DEFINITIONS.**

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

1.1 **“Actions”** means *Ryan v. Temple University*, No. 20-cv-02164-JMG (including *Fusca v. Temple University*, 20-cv-03434-JMG, consolidated therein), pending in the United States District Court for the Eastern District of Pennsylvania.

1.2 **“Alternate Judgment”** means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.3 **“Cash Award”** means the cash compensation, payable by the Settlement Administrator from the Settlement Fund, that each Settlement Class Member who has not opted-out of the Settlement shall be entitled to receive.

1.4 **“Class Counsel”** means Poulin | Willey | Anastopoulo, LLC, Lynch Carpenter LLP and Carpey Law, P.C.

1.5 “**Class Representatives**” means the named Plaintiffs in the Actions, Brooke Ryan and Christina Fusca.

1.6 “**Court**” means the United States District Court for the Eastern District of Pennsylvania, the Honorable John M. Gallagher presiding, or any judge who shall succeed him as the Judge in the Actions.

1.7 “**Defendant**” means Temple University- Of The Commonwealth System of Higher Education.

1.8 “**Defendant’s Counsel**” means Fine, Kaplan and Black, R.P.C.

1.9 “**Effective Date**” means the date ten (10) days after which all of the events and conditions specified in Paragraphs 1.14 and 9.1 have been met and have occurred.

1.10 “**Election Form**” means the form by which Settlement Class Members may update their mailing addresses and shall make their selection identifying whether they elect to receive their Cash Award by check, Venmo, or PayPal, or to apply the Cash Award to their Temple account or to donate the Cash Award as provided in Paragraph 2.2, and to choose one of the Non-Cash Benefit options in Paragraph 1.18. The Election Form will be emailed with the Short Form Notice and be available on the Settlement website and will be substantially in the form of Exhibit A, hereto. A hard copy Election Form may be obtained from the Settlement Administrator. Settlement Class Members must submit an Election Form within forty-five (45) days after the Notice Date. In the event a Settlement Class Member does not submit an Election Form, the Settlement Class Member will not receive a Non-Cash Benefit, but will still receive a Cash Award in the form of a check sent to the Settlement Class Member’s last known address. Defendant has the right to audit the Election Form process for evidence of fraud or error; provided, however, that the Claims Administrator is the final arbiter of a claim’s validity.

1.11 “**Escrow Account**” means the Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, that will be established with the Escrow Agent to hold the Settlement Fund. Any costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund. At the written direction of Class Counsel, the Settlement Fund Escrow Agent shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation or (b) secured by instruments backed by the full faith and credit of the United States Government. Class Counsel and Temple shall not bear any responsibility or liability related to the investment of the Settlement Fund by the Escrow Agent.

1.12 “**Escrow Agent**” shall mean Huntington Bank, which will enter into an Escrow Agreement to carry out the tasks more fully detailed in that Escrow Agreement, including to receive, hold, invest, and disburse funds and pay notice-related costs and other reasonable administrative expenses authorized and approved by the Court. The Parties may jointly agree to replace Huntington Bank with another mutually agreeable financial institution.

1.13 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

1.14 “**Final**” means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material



modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for rehearing or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.15 **“Final Approval Hearing”** means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive awards to the Class Representatives.

1.16 **“Final Judgment”** means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.17 **“Long Form Notice”** means the Notice that will be posted on the Settlement website and is attached hereto as Exhibit C.

1.18 **“Non-Cash Benefit”** means the option of one of the following, which are non-transferable: (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; 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 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, ed2go and ETC are excluded from this Non-Cash Benefit.

1.19 “**Notice Date**” means the date by which the dissemination of the Short Form Notice as set forth in Paragraph 4.1 is complete, which shall be no later than twenty-eight (28) days after Preliminary Approval.

1.20 “**Objection/Exclusion Deadline**” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be postmarked, which shall be designated as a date stated in the Long Form Notice and no later than sixty (60) days after the Notice Date, or such other date as ordered by the Court. Class Counsel shall file papers supporting the Fee Award with the Court and post them to the Settlement website listed in Paragraph 4.1(e) no later than fourteen (14) days before the Objection/Exclusion Deadline.

1.21 “**Plaintiffs**” means Brooke Ryan and Christina Fusca, and the Settlement Class Members.

1.22 “**Preliminary Approval**” means the Court’s preliminary approval of this Settlement Agreement, and approval of the form and manner of the Short Form Notice and Long Form Notice.

1.23 “**Preliminary Approval Order**” means the Order preliminarily approving the Settlement Agreement and directing notice thereof to the Settlement Class. The proposed Preliminary Approval Order is attached hereto as Exhibit D.

1.24 “**Released Claims**” means any and all actions, causes of action, suits, claims, lawsuits, liabilities, liens, demands, judgments, costs, damages, expenses, obligations, and all other legal responsibilities in any form or nature, including but not limited to, all claims relating to or arising out of any state, local, or federal statute, ordinance, regulation, law or any other claim at common law or in equity, whether past, present, or future, known or unknown, asserted or

unasserted, arising out of or in any way allegedly related to Temple tuition, fees, or costs paid or incurred by or on behalf of any Settlement Class Member in connection with, relating to, or concerning the transition to remote online learning or transition to providing services or activities remotely, and the closure of Temple's campus due to the COVID-19 pandemic during the Spring 2020 Semester, including but not limited to, all claims that were brought or could have been brought in the Actions, whether class or individual in nature.

The Released Claims include any unknown claims that reasonably could have arisen out of the same facts alleged in the Actions 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.

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. Section 1542 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.

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 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 Actions without regard to subsequent discovery or the existence of different or additional facts.

The Releasing Parties agree not to commence any legal or administrative action against any Released Parties 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. \

1.25 **“Released Parties”** means Temple, as well as any and all of its schools, its past and present affiliates and related entities, and all of their respective current, future, and former employees, faculty members, officers, directors, assigns, agents, servants, trustees, administrators, insurers, re-insurers, attorneys, successors and anyone acting on their behalf.

1.26 **“Releasing Parties”** means Named Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective current, former, and future heirs, executors, administrators, parents, guardians, family members, lenders, funders, creditors, payors, estates, assigns, employers, and any person who has made payments to Temple on their behalf.

1.27 **“Settlement”** means the settlement described in this Settlement Agreement.

1.28 **“Settlement Administration Expenses”** means all fees charged by the Settlement Administrator and expenses incurred by the Settlement Administrator in connection with its administration of this Settlement, including, but not limited to, fees and expenses incurred in

providing notice, responding to inquiries from members of the Settlement Class, ascertaining amounts of and paying Cash Awards from the Settlement Fund, handling any unclaimed funds, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants), and fees charged by the Escrow Agent.

1.29 **“Settlement Administrator”** means A.B. Data Ltd., or such other reputable administration company that has been selected jointly by the Parties and approved by the Court to perform the duties set forth in this Agreement, including, but not limited to, overseeing the distribution of the Short Form Notice and Election Form, creating the Settlement website, responding to class member inquiries, handing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund. Class Counsel’s assent to this Agreement shall constitute consent on behalf of each and every member of the Settlement Class as defined herein to disclose to Class Counsel, Defendant’s Counsel and the Settlement Administrator all information required by the Settlement Administrator to perform the duties and functions ascribed to it herein, consistent with the written consent provisions of the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g.

1.30 **“Settlement Class”** means all Temple undergraduate, graduate, and professional students who paid their tuition and/or University Services Fee obligations from any source for the Spring 2020 Semester, enrolled in at least one in-person, on-campus class during the Spring 2020 Semester, and remained enrolled after March 16, 2020.

1.31 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 fees for the Spring 2020 Semester; (4) any Judge or Magistrate Judge presiding over these Actions 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 persons.

1.32 **“Settlement Class Member”** means a person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.33 **“Settlement Fund”** means the account that will be established by or on behalf of Released Parties in the total amount of six million nine hundred thousand dollars (\$6,900,000.00) to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon, as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1, et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. From the Settlement Fund, the Settlement Administrator shall pay all Cash Awards to Settlement Class Members, notice and Settlement Administration Expenses, any incentive awards to the Class Representatives, any Fee Award to Class Counsel, and any other costs, fees, or expenses approved by the Court. The **“Available Settlement Fund”** is the amount remaining in the Settlement Fund after payment of a Fee Award to Class Counsel, notice and Settlement Administration Expenses, any incentive awards to the Class Representatives, and any other costs, fees or expenses approved by the Court. The Settlement Fund shall be kept in the

Escrow Account with permissions granted to the Settlement Administrator to access said funds until such time as the listed payments are made. The Settlement Administrator 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. The Settlement Fund represents the total extent of Defendant's monetary obligations under this Agreement. The payment of the sums into the Settlement Fund by Defendant fully discharges all of the Defendant's and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party, including Defendant, shall have any other obligation to make any payment into the Escrow Account or to any Class Member, or any other person, under this Agreement. In no event shall the total monetary obligation with respect to this Agreement on behalf of any Released Party, including Defendant, exceed six million nine hundred thousand dollars (\$6,900,000.00).

1.34 **"Short Form Notice"** means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which if approved by the Court is to be sent to the Settlement Class substantially in the manner set forth in this Agreement as described in Paragraph 4.1(c) below, consistent with the requirements of Due Process and Rule 23, and substantially in the form of Exhibit B hereto.

1.35 **"Spring 2020 Semester"** means the Spring 2020 academic semester at Temple University.

1.36 **"Uncashed Settlement Checks"** means any checks sent to Settlement Class Members that remain uncashed after a period of one hundred and eighty (180) days from the date of distribution of the checks to Settlement Class Members.

1.37 **"Unknown Claims"** means claims that could have been raised in the Actions and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by them,

might affect their agreement to release the Released Parties or the Released Claims or might affect their decision to object or not to object to the Settlement. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

## **2. SETTLEMENT RELIEF.**

### **2.1 Conferred Benefit of the Settlement.**

The benefit conferred to the Settlement Class in this case includes the \$6,900,000 in cash that Temple will pay as well as the Non-Cash Benefit described in Paragraph 1.18.

### **2.2 Settlement Fund Deposits and Payments to Settlement Class Members.**

(a) Within ten (10) days following Preliminary Approval, Temple shall deposit the sum of fifty thousand (\$50,000) into the Escrow Account to pre-pay certain of the notice and Settlement Administration Expenses. This payment shall constitute a credit toward the Settlement Fund.

(b) Within thirty (30) days following the Effective Date, Defendant shall pay or cause to be paid into the Escrow Account the amount of the Settlement Fund (\$6,900,000.00), specified in Paragraph 1.33 of this Agreement, less any amounts already paid for Settlement Administration Expenses as provided for in Paragraph 2.2(a) above.

(c) The Available Settlement Fund will be distributed on a pro rata basis to the Settlement Class Members automatically, with no action required by the Settlement Class Members. Settlement Class Members will be paid by a check issued by the Settlement Administrator to the Settlement Class Member's last known mailing address on file with the



University Registrar.<sup>1</sup> The Settlement Administrator will also provide an Election Form that will be emailed with the Short Form Notice and available on the Settlement website that Settlement Class Members may utilize to: (a) provide an updated address for sending a check; (b) receive the Cash Award by Venmo or PayPal instead of a paper check; (c) elect to have the Cash Award applied to their Temple account, or (d) elect to donate the Cash Award into Temple's General Scholarship Fund, for allocation to current and future Temple students in accordance with applicable guidelines and procedures. In addition to the Cash Award, Settlement Class Members may also select one of the Non-Cash Benefit options set forth in the Election Form. Settlement Class Members must submit an Election Form no later than forty-five (45) days after the Notice Date. In the event a Settlement Class Member does not submit an Election Form, the Settlement Class Member will receive a Cash Award in the form of a check sent to the Settlement Class Member's last known address. Only a Settlement Class Member is entitled to a Cash Award under this Settlement. Any Releasing Party who paid Temple tuition or fees on behalf of a Settlement Class Member and believes he, she or it is entitled to any or all of the Cash Award may attempt to pursue in a separate proceeding any claim he, she or it may have (if any) against the Settlement Class Member for those funds, but may not seek to recover that amount through this Settlement or in these Actions nor, in any event, from Temple or any other Released Party.

(d) Payments to all Settlement Class Members shall be made within sixty (60) days after the Effective Date.

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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"), Temple may disclose directory information to the Settlement Administrator. *See* 34 C.F.R. § 99.37. Moreover, 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 Temple's intention to comply with that order, *see* 34 C.F.R. § 99.31(a)(9)(ii).

(e) All Cash Awards issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred eighty (180) days after the date of issuance. To the extent that a check issued to a Settlement Class Member is returned to the Settlement Administrator as undeliverable or not cashed within one hundred eighty (180) days after the date of issuance, such funds and any amounts selected by Settlement Class Members for donation through the Election Form process shall be paid as a *cy pres* to Temple's General Scholarship Fund.

**2.3. Non-Cash Benefits to Settlement Class Members.** In addition to the Cash Award, Settlement Class Members will also be eligible to receive one of the Non-Cash Benefit options. To receive a Non-Cash Benefit, Settlement Class Members will need to select one of the Non-Cash Benefit options on the Election Form on the Settlement website no later than forty-five (45) days after the Notice Date. Settlement Class Members who do not select a Non-Cash Benefit via the Election Form within forty-five (45) days will not receive a Non-Cash Benefit.

### **3. RELEASE.**

**3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Actions and any and all Released Claims, as against all Released Parties. Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Released Parties. Each Releasing Party hereby covenants and agrees that he or she shall not, hereafter, assert a claim or otherwise seek to establish liability against any Released Party based in whole or in part on any Released Claims. The Releasing Parties agree not to commence any

action against any Released 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.

**4. NOTICE TO THE CLASS.**

**4.1** The Notice Plan shall consist of the following:

(a) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with the Court, the Settlement Administrator, on behalf of Defendant, shall cause notice of the proposed Settlement to be served upon the Attorney General of each U.S. State or territory in which, based on a preliminary Class List, Settlement Class members reside, and the Attorney General of the United States.

(b) *Settlement Class List.* No later than fourteen (14) days from the Court's preliminary approval of this Settlement Agreement, Temple shall produce an electronic list from the University Registrar's records that includes the names, last known U.S. Mail addresses (to the extent available), and email addresses (to the extent available) belonging to potential Settlement Class Members (the "Class List"). The Class List shall be provided to the Settlement Administrator for the purpose of giving notice to the Settlement Class Members and shall not be used for any other purpose.

(c) *Direct Notice via Email.* No later than twenty-eight (28) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form Notice and Election Form via email substantially in the form attached as Exhibits A and B to all Settlement Class Members for whom a valid email address is in the Class List. 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 and include the Election

Form. 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 relating to how to request exclusion from the Settlement or submit an objection to the Settlement. In the event transmission of email notice results in any “bounce-backs,” the Settlement Administrator shall, if possible, correct any issues that may have caused the “bounce-back” to occur and attempt to re-send the email notice.

(d) *Direct Notice via U.S. Mail.* No later than the twenty-eight (28) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form Notice and Election Form in the form attached as Exhibits A and B via First Class U.S. Mail to all Settlement Class Members for whom Temple was unable to provide an email address, or for whom the email notice “bounced back” and the Settlement Administrator was unable to successfully re-send the email, as described in Paragraph 4.1(c), above. If a Short Form Notice sent via U.S. mail is returned as undeliverable with a forwarding address, then the Settlement Administrator shall re-send the Short Form Notice once to the forwarding address. For the remaining U.S. mail notices returned as undeliverable, the Settlement Administrator shall perform research using third-party data to attempt to identify an updated address for the class member and re-send the Short Form Notice if an updated address is identified. 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.

(e) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Long Form Notice shall be provided on a website at an available settlement URL (such as, for example, [www.templesettlement.com](http://www.templesettlement.com)) which shall be obtained, administered and maintained by the Settlement Administrator and shall provide Settlement Class Members with the

ability to submit Election Forms. The content of the Settlement website must be agreed to by the Settling Parties. Copies of this Settlement Agreement, the Short Form Notice, Election Form, and Long Form Notice, the Consolidated Second Amended Class Action Complaint, Defendant's Answer, the motions for preliminary and final approval, and other pertinent documents and Court filings and orders pertaining to the Settlement (including the motion for attorneys' fees upon its filing), shall be provided on the Settlement website. The Long Form Notice provided on the Settlement website shall be substantially in the form of Exhibit C hereto. The Long Form Notice shall advise the Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement or any of its terms, and provide detailed instructions for doing so.

**4.2** At least 14 days prior to the Final Approval Hearing, the Settlement Administrator shall file a declaration attesting to compliance with the provisions set forth above concerning the distribution of notice to the Settlement Class.

**4.3** Any Settlement Class Members may submit an objection to the Settlement, the incentive awards to the Class Representatives, and/or the Fee Award. Any objection, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Long Form Notice, the person making the objection files copies of the objection with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's CM/ECF system, and sends copies of such papers by mail (or by operation of the Court's CM/ECF system) to Class Counsel, Defendant's Counsel, and the Settlement Administrator.

**4.4** The objection(s) must be in writing, be personally signed by the objector, and must include: (1) the objector's name, address, and either a telephone number or email address; (2) the name and number of the Action (*Ryan v. Temple University*, Civil Action No. 20-cv-2164 (E.D. Pa.)); (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends 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. Settlement Class Members who file objections are still entitled to receive benefits under the Settlement and are bound by the Settlement if it is approved. Objections must be postmarked by the Objection/Exclusion Deadline.

**4.5** If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

**4.6** A person in the Settlement Class may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Long Form Notice. To exercise the right to be excluded, a person in the Settlement Class must timely send a request for exclusion to the Settlement Administrator. The request must be in writing and must (a) include a statement that the person wishes to be excluded from the Settlement Class; (b) be personally signed by the person requesting

exclusion (c) provide his/her name, address, and either a telephone number or email address; (d) include the name and number of the Action (*Ryan v. Temple University*, Civil Action No. 20-cv-2164 (E.D. Pa.)); and (e) be postmarked no later than the Objection/Exclusion Deadline, or it will be denied as untimely and invalid. A request to be excluded that does not include all of the above requirements, or that is sent to an address other than that of the Settlement Administrator designated in the Long Form Notice shall be invalid, and the person(s) sending the defective request shall remain in the Settlement Class and, if the Settlement is approved by the Court, shall receive a Cash Award, and shall be bound by the Settlement. Any person in the Settlement Class who validly elects to be excluded from the Settlement Class shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be done on an individual basis. Electronic signatures (other than DocuSign) are not valid or effective. So-called “mass” or “class” opt-outs shall not be allowed. A person in the Settlement Class is not entitled to submit both an opt-out request and an objection. If a person in the Settlement Class submits both an opt-out request and an objection, the Settlement Administrator will send a letter (and email if email address is available) explaining that the person may not make both of these requests, and asking the person to make a final decision as to whether to opt out or object and inform the Settlement Administrator of that decision within 10 days from when the letter from the Settlement Administrator is postmarked. If the person in the Settlement Class does not respond to that communication by letter postmarked or email sent within 10 days after the Settlement Administrator’s letter was postmarked (or by the Objection/Exclusion Deadline, whichever is later), the person will be treated as having opted out of the Settlement Class, and the objection will not be considered, subject to the Court’s discretion. A list of persons

in the Settlement Class who have opted out shall be provided to and approved by the Court in connection with the motion for final approval of the Settlement.

**4.7** The Final Approval Hearing shall be no earlier than one hundred twenty (120) days after the Preliminary Approval Order.

**4.8** Any person in the Settlement Class who does not, in accordance with the terms and conditions of this Agreement, seek timely exclusion from the Settlement Class will be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Actions and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

## **5. SETTLEMENT ADMINISTRATION.**

**5.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”), and in accordance with its normal business practices, and such records will be made available to Class Counsel and Defendant’s Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with regular reports at weekly intervals containing information concerning notice, administration, and implementation of the Settlement Agreement. Without limiting the foregoing, the Settlement Administrator shall:



(a) Forward to Defendant's Counsel, with copies to Class Counsel, all objections and exclusion requests received from persons in the Settlement Class in connection with the Settlement, and all copies thereof, within ten (10) days after the Objection/Exclusion Deadline. If the Settlement Administrator receives any objections, exclusion requests or other requests after the Objection/Exclusion Deadline, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel; and

(b) Provide Class Counsel and Defendant's Counsel with drafts of all administration related documents, including but not limited to, class notices or communications with Settlement Class Members, telephone scripts, FAQs, website postings or language, or other communications with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and Defendant's Counsel agree to waive this requirement in writing on a case by case basis.

**5.2** In the exercise of its duties outlined in this Agreement, the Settlement Administrator (a) shall have the right to reasonably request additional information from Class Counsel or any Settlement Class Member; and (b) may make necessary adjustments to the Settlement website, claims and notice processes and communications to class members as circumstances may dictate, subject to the approval of Class Counsel and Temple.

**5.3** Except as specifically provided in this Agreement, Defendant, the Released Parties, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or 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 the Settlement Fund to Settlement 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 tax returns.

**5.4** The Parties agree that the Settlement Fund is intended to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation Section 1.468B-1 and that the Settlement Administrator as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Settlement Fund and paying from the Settlement Fund any taxes owed with respect to the Settlement Fund, without further order of the Court. In addition, Class Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. Defendant, other Released Parties, and Defendant’s Counsel shall have no liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Settlement Fund.

## **6. TERMINATION OF SETTLEMENT.**

**6.1** Subject to Paragraphs 9.1-9.2 below, Defendant or the Class Representatives, on behalf of the Settlement Class, shall have the right to terminate this Agreement 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 Agreement in any material respect; (ii) the Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in these Actions in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternate Judgment, as defined in Paragraph 1.2 of this Agreement is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

**6.2** In the event that more than 3.5% of the Settlement Class Members exercise their right to opt-out of the settlement, Defendant will have the right to declare the Settlement void in its entirety upon notice to Class Counsel within ten (10) days of the Settlement Administrator providing a report showing that more than 3.5% of Settlement Class Members have opted-out of the Settlement.

## **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

**7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel, the Class Representatives and the Settlement Administrator; and entry of a Preliminary Approval Order in the form attached hereto as Exhibit D, which order shall set a Final Approval Hearing date and approve the Short Form and Long Form Notices for dissemination substantially in the form of Exhibits B and C hereto. Class Counsel shall provide Defendant with a draft of their Motion for Preliminary Approval and supporting Memorandum of Law at least seven (7) days in advance of filing for Defendant's review and comment.

**7.2** At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after notice is given, the Court hold a Final Approval Hearing and approve the Settlement of the Actions as set forth herein.

**7.3** At least fourteen (14) days before the Final Approval Hearing, Class Counsel shall move the Court for final approval of the Settlement. Class Counsel shall provide Defendant with a draft of this Motion and accompanying Memorandum of Law at least seven (7) days in advance of filing for Defendant's review and comment. The Motion for Final Approval shall attach as an Exhibit a listing of all Settlement Class Members who have opted out of the Settlement Class, and all objections to the Settlement or the request for attorneys' fees by Class Counsel. The motion will request and seek to obtain from the Court a Final Judgment, in the form attached hereto as Exhibit E, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) certify the Settlement Class and approve the appointment of Class Counsel, the Class Representatives and the Settlement Administrator;

(c) approve the Settlement Agreement and the proposed Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(d) find that the notice implemented pursuant to the Agreement (1) constitutes the best notice practicable under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Actions, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court;

(e) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(f) dismiss the Actions (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice, without fees or costs to any party, except as provided in the Settlement Agreement;

(g) incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

(h) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction relating to or concerning the Released Claims;

(i) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(j) incorporate any other provisions not materially inconsistent with this Settlement Agreement, as the Court deems necessary and just.

**8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARDS.**

**8.1** Class Counsel will request to receive from the Settlement Fund, subject to Court approval, attorneys' fees in the amount of one-third of the Settlement Fund (\$2,300,000.00) and reimbursement of costs and expenses, not to exceed \$250,000.00. Payment of the Fee Award shall be made from the Settlement Fund, and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this paragraph shall remain in the Settlement Fund. The Parties agree that any awards of attorneys' fees, costs and expenses are committed to the sole discretion of the Court within the limitations set forth in this paragraph. By entering into this Settlement Agreement, Temple is not agreeing to or commenting on the appropriateness or amount of Class Counsel's request for attorneys' fees and costs and expenses. If the Court chooses, in its sole discretion, to award attorneys' fees and costs and expenses that are lower than the amounts sought in the motion to be filed by Class Counsel, this Agreement shall remain fully enforceable. Class Counsel shall file any motion for attorneys' fees, costs and expenses and Class Representative incentive awards no later than 14 days before the Objection\Exclusion Deadline, and a copy of the motion shall be placed on the Settlement Administrator's website.

**8.2** The Fee Award shall be payable by the Settlement Administrator from the Settlement Fund thirty-five (35) days after the Effective Date. Upon payment of the Fee Award, Class Counsel shall release and forever discharge the Released Parties from any claims, demands, actions, suits, causes of action, or other liabilities relating to any attorneys' fees, costs or expenses incurred in the Actions. Class Counsel agree that any federal, state, municipal, or other taxes,

contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on the sums paid to them pursuant to this paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

**8.3** Class Representatives may seek, and the Court may award, reasonable incentive awards not to exceed Five Thousand Dollars (\$5,000) to each Class Representative for their service in this case, which shall come from the Settlement Fund. This shall be in addition to any Cash Award that each Class Representative may receive as a Settlement Class Member. . Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this paragraph shall remain in the Settlement Fund. Such incentive awards shall be paid from the Settlement Fund (in the form of a check to each Class Representative that is sent care of Class Counsel), thirty-five (35) days after the Effective Date. If the Court chooses, in its sole discretion, to make an award to the Class Representatives that is lower than the amounts sought in the motion to be filed by Class Counsel, or if the Court chooses to make no such award, this Agreement shall remain fully enforceable. In order to receive such payment, each Class Representative must provide, sufficiently in advance of the deadline for the Settlement Administrator to process such payment, a W-9 form and such other documentation as may reasonably be required by the Settlement Administrator. The Class Representatives agree that any federal, state, municipal, or other taxes, contributions, or withholdings that may be owed or payable by them, or any tax liens that may be imposed, on any sums paid to them pursuant to this paragraph are their sole and exclusive responsibility, and any amount required to be withheld for tax purposes (if any) will be deducted from those payments.

**9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION.**

**9.1** The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- i.** The Parties and Class Counsel have executed this Agreement;
- ii.** The Court has entered the Preliminary Approval Order;
- iii.** The Court has entered an order finally approving the Agreement, following notice to the Settlement Class and a Final Approval Hearing, as provided in the Federal Rules of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- iv.** The Final Judgment has become Final, as defined above in Paragraph 1.14, or, in the event that the Court enters an Alternate Judgment, such Alternate Judgment has become Final.

**9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless the Parties agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all Parties, except that any attempted termination of this Agreement after the Preliminary Approval Order is entered will not take effect without an order of the Court, and this Agreement may not be terminated after the Final Judgment is entered without an order of the Court vacating the Final Judgment or an order of any appellate



court reversing or vacating the Final Judgment. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award and/or the incentive awards set forth in Paragraph 8 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

**9.3** If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1-6.2 or 9.1 above, the Parties shall be restored to their respective positions in the Actions as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be vacated by the Court, and the Parties shall be returned to the *status quo ante* with respect to the Actions as if this Agreement had never been entered into. Within five (5) business days after written notification of termination as provided in this Agreement is sent to the other Parties and Court approval if required is obtained, the Settlement Fund (including accrued interest thereon), less any Settlement Administration costs actually incurred, paid or payable and less any taxes and tax expenses paid, due or owing, shall be refunded by the Settlement Administrator to Defendant, based upon written instructions provided by Defendant's Counsel. In the event Defendant terminates this Agreement because of Plaintiffs' or Class Counsel's breach of this Agreement, Class Counsel shall refund to Defendant, based upon written instructions provided by Defendant's Counsel, any Settlement Administration costs actually incurred prior to termination. In the event that the Final Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Class Counsel shall, within thirty (30) days, repay to Defendant, based upon written instructions provided by Defendant's Counsel, the full amount of the Fee Award paid to Class Counsel from the Settlement Fund, including any accrued interest. In the event the Fee Award or any part of it

is vacated, modified, reversed, or rendered void as a result of an appeal, but the Settlement Agreement is not voided, rescinded or otherwise terminated, Class Counsel shall within thirty (30) days repay any amount vacated or modified to the Settlement Fund.

## **10. MISCELLANEOUS PROVISIONS.**

**10.1** The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

**10.2** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Named Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Actions were brought by Named Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

**10.3** The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully the above and foregoing Agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

**10.4** Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the Settlement:

(a) is, may be deemed, or shall be used, offered or received in evidence in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Actions, the violation of any law or statute, the definition or scope of any term or provision, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. Defendant, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the Actions on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this Settlement is in Defendant's best interests;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, or supporting the certification of

a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Named Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial;

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Named Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Actions would have exceeded or would have been less than any particular amount;

(f) This Settlement Agreement shall not be used for any purpose other than enforcing the terms hereof, and the provisions in this Section 10.4 shall survive any termination of the Settlement.

**10.5** The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of preliminary and final approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would Defendant be precluded from challenging class certification in further proceedings in the Actions or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Actions shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Actions or in any other action; and (c) no agreements made by or entered into by Defendant in connection with the Settlement may be used by Class Counsel, Named Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Actions or in any other judicial proceeding.

**10.6** No person or entity shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

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

**10.8** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

**10.9** All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

**10.10** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

**10.11** Except as otherwise provided herein, each Party shall bear its own costs.

**10.12** Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or Party and that they are fully entitled to release the same.

**10.13** Each counsel or other person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

**10.14** This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**10.15** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

**10.16** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement. Any disputes between the Parties or between Settlement Class Members and Defendant concerning matters contained in this Agreement shall, if they cannot be resolved by negotiation and agreement, be submitted to Judge Welsh for resolution.

**10.17** This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania without giving effect to its choice of law or conflict of laws principles.

**10.18** This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

**10.19** Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel via email and US mail: Paul J. Doolittle, Poulin | Willey | Anastopoulo, LLC, 32 Ann Street, Charleston, South Carolina 29403; email: pauld@akimlawfirm.com; Nicholas A. Colella, Lynch Carpenter LLP, 1133 Penn Avenue, 5<sup>th</sup> Floor, Pittsburgh, PA 15222; email:

NickC@lcllp.com; Roberta D. Liebenberg, Gerard A. Dever, and Jessica D. Khan, Fine, Kaplan and Black, R.P.C., One South Broad Street, 23<sup>rd</sup> Floor, Philadelphia, PA 19107; email: rliebenberg@finekaplan.com, gdever@finekaplan.com, and jkhan@finekaplan.com.

**10.20** The Parties are not precluded from making statements or responding to press or other inquiries about the Settlement, so long as all statements are consistent with the terms of the Settlement Agreement. Class Counsel are permitted, in connection with their law firm websites, biographies, brochures, and firm marketing materials, future declarations regarding counsel's experience, and/or in speaker biographies, to state that they served as counsel in the Actions and to communicate basic facts about the Settlement, including the Settlement Fund amount.

**10.21** All persons involved in the Settlement will be required to keep confidential any personal identifying information of Settlement Class Members, and any otherwise nonpublic financial information of Temple. Any documents or nonpublic information provided by Temple to Class Counsel must be destroyed within 30 days of the Settlement Administrator completing the issuance of all settlement payments, except insofar as Class Counsel shall have the right to retain any work product and, in the case of pleadings submitted to the Court, any exhibits to such pleadings.

**10.22** Temple may communicate with Settlement Class Members in the ordinary course of its operations. Temple will refer inquiries regarding this Agreement and administration of the Settlement to the Settlement Administrator or Class Counsel.



**IT IS SO AGREED TO BY THE PARTIES:**

Dated: Sep 20, 2024

**BROOKE RYAN**

By: *Brooke Ryan*  
Brooke Ryan (Sep 20, 2024 07:17 CDT)  
Brooke Ryan, individually and as representative  
of the Settlement Class

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

**CHRISTINA FUSCA**

By: \_\_\_\_\_  
Christina Fusca, individually and as  
representative of the Settlement Class

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

**TEMPLE UNIVERSITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IT IS SO AGREED TO BY THE PARTIES:**

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

**BROOKE RYAN**

By: \_\_\_\_\_  
Brooke Ryan, individually and as representative  
of the Settlement Class

Dated: 9/20/2024

**CHRISTINA FUSCA**

By: <sup>Signed by:</sup>  
*Christina Fusca*  
\_\_\_\_\_ CFEEEDFEE2D4D2...  
Christina Fusca, individually and as  
representative of the Settlement Class

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

**TEMPLE UNIVERSITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IT IS SO AGREED TO BY THE PARTIES:**

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

**BROOKE RYAN**

By: \_\_\_\_\_  
Brooke Ryan, individually and as representative  
of the Settlement Class

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

**CHRISTINA FUSCA**

By: \_\_\_\_\_  
Christina Fusca, individually and as  
representative of the Settlement Class

Dated: 9/23/24

**TEMPLE UNIVERSITY**

By:  \_\_\_\_\_

Name: Ken Kaiser

Title: Senior Vice President and Chief Operating  
Officer

**AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:**

Dated: September 20, 2024

By: /s/ Nicholas A. Colella  
Nicholas A. Colella  
**LYNCH CARPENTER, LLP**

By: /s/ Paul J. Doolittle  
Paul J. Doolittle  
**POULIN WILLEY ANASTOPOULO, LLC**

By: \_\_\_\_\_  
Stuart A. Carpey  
**CARPEY LAW, P.C.**

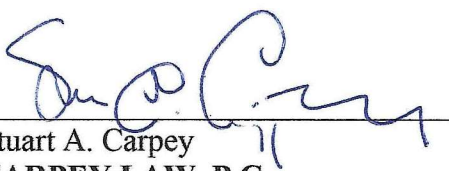
*Attorneys for Class Representatives and the  
Settlement Class*

**AGREED AS TO ALL OBLIGATIONS OF CLASS COUNSEL:**

Dated: September 20, 2024

By: /s/ Nicholas A. Colella  
Nicholas A. Colella  
**LYNCH CARPENTER, LLP**

By: \_\_\_\_\_  
Paul J. Doolittle  
**POULIN WILLEY ANASTOPOULO, LLC**

By:   
Stuart A. Carpey  
**CARPEY LAW, P.C.**

*Attorneys for Class Representatives and the  
Settlement Class*

# Exhibit A

**SETTLEMENT CLASS MEMBER ELECTION FORM**

The Cash Award will be sent automatically by First-Class U.S. Mail to Settlement Class Members’ last known mailing address on file with the Temple University Registrar. You can complete this Election Form to provide an updated mailing address for sending a check.

Settlement Class Members also have the option, but are not required, to complete this Election Form to choose one of the following options: (a) elect to receive the Cash Award by Venmo or PayPal instead of a paper check; or (b) elect to have the Cash Award applied to your Temple account; or (c) elect to donate the Cash Award into Temple’s General Scholarship Fund.

In addition to the Cash Award, Settlement Class Members may, but are not required, to complete this Election Form to choose one of the following 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 is finally approved 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 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, ed2go and ETC are excluded from this Non-Cash Benefit.

You may also notify the Settlement Administrator by emailing to <<SettlementEmailAddress>> or by writing to the Settlement Administrator at <<SettlementName>>, c/o A.B. Data, Ltd., P.O. Box <<POBoxNumber>>, Milwaukee, WI 53217.

**These actions must be taken no later than forty-five (45) days after the Notice Date, or [DATE].**

**SETTLEMENT CLASS MEMBER INFORMATION**

If you wish to update your mailing address, please complete the Information Form below:

Full Name (required):

---

Mailing Address (Street, PO Box, Suite, or Office Number) (required):

---

City (required):

State/Territory (required):

Zip Code (required):

---

\* A valid mailing address must be provided to receive a check. If the address you have on file changes, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment.

**Additional Information**

Notice ID (required):

\_\_\_\_\_

\* Your Notice ID is located on the upper right-hand corner on the Settlement Notice that was emailed or mailed to you. If you do not know your Notice ID, please contact the Settlement Administrator by emailing to <<SettlementEmailAddress>>, calling toll-free <<TFN>>.

Email Address (not required):

\_\_\_\_\_

\* A valid email address must be provided to receive digital payment. If the email address you have on file changes or becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a digital payment.

Telephone Number (not required)

\_\_\_\_\_

**Cash Award Payment Options**

If you would like to request a digital payment, (Venmo or PayPal), instead of a paper check, please check the box below.

I request to have my Cash Award be in the form of a digital payment via Venmo or PayPal. (not required)

If you would like to request a credit to your Temple account instead of a paper check, please check the box below.

I request to have my Cash Award credited to my Temple account. (not required)

If you would like to donate your Cash Award, please check the box below.

I request to donate my Cash Award into Temple’s General Scholarship Fund. (not required)

**Non-Cash Benefits**

If you would like to request a Non-Cash Benefit in addition to the Cash Award, please check **just one** of the boxes below. Please note that the Non-Cash Benefit will only be available to those Settlement



Class Members who select one of the options below, and timely submit the Election Form no later than [DATE].

- 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. (not required)
- 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 last for approximately two consecutive years. (not required)
- 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, ed2go and ETC are excluded from this Non-Cash Benefit. (not required)

# Exhibit B

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

PLEASE 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, you may be eligible to receive a payment as part of a proposed settlement of *Ryan v. Temple University*, Civil Action No. 20-cv-2164 (E.D. Pa.) (the “Action”).

In this Action, Plaintiffs alleged Temple breached a contract when it transitioned to remote learning in the Spring 2020 Semester in response to Governmental shutdown orders issued because of the COVID-19 pandemic. Plaintiffs also alleged that Temple’s transition to remote learning gave rise to a claim for unjust enrichment. Plaintiffs sought a refund of a portion of their tuition and University Services Fee for the Spring 2020 Semester. 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.

**Am I a Class Member?** If you were enrolled as a Temple undergraduate, graduate, or professional student during the Spring 2020 Semester, paid your tuition and/or University Services Fee obligations from any source for the Spring 2020 Semester, and remained enrolled after March 16, 2020, then you may be 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 Cash Award portion of the proposed Settlement.**

**How Do I Get a Payment?** 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. You will also have the option to visit the Settlement website at [www.PLACEHOLDER.com](http://www.PLACEHOLDER.com) to choose one or more of the following selections: (a) provide an updated 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 forty-five (45) days after the Notice Date, or **[DATE]**.

Additionally, Settlement Class Members will have forty-five (45) days after the Notice Date or **[DATE]** 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 is finally approved 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 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, ed2go and ETC are excluded from this Non-Cash Benefit. Your selection must be made no later than [DATE].

If you remain in the Settlement Class, you release your right to bring any claim covered by the proposed Settlement, including bringing any claim related to Temple's transition to remote learning during 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 benefits, 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]. If you want to object to this proposed Settlement or the request for attorneys' fees by Class Counsel, you may file an objection by [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 Cash Awards and Non-Cash Benefits 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) awards to the Settlement Class Representatives of \$5,000 apiece for their service in this litigation; and (2) Class Counsel's request for attorneys' fees, which will not exceed \$2,300,000 (equaling thirty-three and one-third percent of the Settlement Fund), and litigation expenses, which will not exceed \$250,000. The fee petition will be posted on the Settlement website after [DEADLINE FOR MOTION FOR FEES].

**You are encouraged to review the Long Form Notice.** To review the Long Form Notice, review other important court 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 Paul J. Doolittle at Poulin | Willey | Anastopoulos, LLC, (843) 614-8888.**

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

# Exhibit C

**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 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 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>
<p style="text-align: center;"><b>DO NOTHING AND AUTOMATICALLY RECEIVE A PAYMENT</b></p>	<p>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.</p>	<p>See Answer 18 below.</p>
<p style="text-align: center;"><b>PROVIDE AN UPDATED ADDRESS; ELECT ALTERNATIVE PAYMENT METHOD; SELECT A NON-CASH BENEFIT IN ADDITION TO YOUR PAYMENT</b></p>	<p>You 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 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>	<p>See Answer 7 below.</p>

	ed2go and ETC are excluded from this Non-Cash Benefit.	
<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>OPT-OUT DEADLINE</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>OBJECTION DEADLINE</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 interest 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 [DATE].

**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 [DATE] to receive a Non-Cash Benefit. You will also have the option to visit the Settlement Website at [www.PLACEHOLDER.com](http://www.PLACEHOLDER.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 [DATE].

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 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 [DATE]. 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 consider 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:

[insert]

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 Action No. 20-cv-2164 (E.D. Pa.); and

- e. be postmarked no later than **OPT-OUT DEADLINE** 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.); and
- 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 **OBJECTION DEADLINE**.

Clerk of Court	Settlement Administrator	Class Counsel	Temple’s Counsel
Clerk of the Court United States District Court for the Eastern District of Pennsylvania Edward N. Cahn U.S. Courthouse 504 W. Hamilton Street Allentown, PA 18101	insert	<b>LYNCH CARPENTER LLP</b> Attn: Nicholas A. Colella 1133 Penn Avenue, 5th 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 St. 23 <sup>rd</sup> Floor 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 **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 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 **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 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 **HEARING DATE** 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.PLACEHOLDER.com](http://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:

**INSERT**

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

Telephone: (843) 614-8888

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

# Exhibit D



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 Rule 23(e) of the Federal Rules of Civil Procedure, 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. Pursuant to Rule 23(e)(1)(B) of the Federal Rules of Civil Procedure, the Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is within the range of possible final 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 good faith, arm’s-length negotiations between experienced class action attorneys overseen by an experienced mediator,

former Magistrate Judge Diane Welsh, and there is no evidence of collusion; (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 Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and provisionally certifies the following Settlement Class:

All Temple undergraduate, graduate and professional students who paid their tuition and/or University Services Fee obligations from any source for the Spring 2020 Semester, enrolled in at least one in-person, on-campus class during the Spring 2020 Semester, and remained enrolled after March 16, 2020.

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 fees for the Spring 2020 Semester; (4) any Judge or Magistrate Judge presiding over these Actions 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 persons.

6. For purposes of the proposed Settlement only, the Court preliminarily finds and determines, pursuant to Rules 23(a) and 23(b) of the Federal 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 Plaintiffs in the Action are typical of the claims of the Settlement Class; (d) Named Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for fairly and efficiently adjudicating the Action.

7. For purposes of the proposed Settlement only, the Court preliminarily appoints Named Plaintiffs Brooke Ryan and Christina Fusca as Settlement Class Representatives.

8. For purposes of the proposed Settlement only, the Court preliminarily appoints the law firms of Lynch Carpenter, LLP; Poulin | Willey | Anastopoulos, LLC; and Carpey Law, P.C. as Class Counsel to act on behalf of the Settlement Class and the Class Representatives with respect to the Settlement. The Court preliminarily authorizes Class Counsel to enter into the Settlement on behalf of the Settlement Class Representatives 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 A.B. Data, Ltd. to administer the Notice procedure and distribute the Available Settlement Fund, under the supervision of Class Counsel.

10. The Court hereby approves the establishment of the Settlement Fund. The Settlement Fund shall be governed by Sections 468B-1 through 468B-5 of the Treasury Regulations and maintained as a “qualified settlement fund.” The Parties agree to work in good faith to maintain such status. The Court shall retain continuing jurisdiction over the Settlement Fund, pursuant to Section 468B-1(e)(1) of the Treasury Regulations.

11. Having reviewed the proposed Election Form, the proposed Short Form Notice of Proposed Class Action Settlement (“Short Form Notice”), and the proposed Long Form Notice of

Proposed Settlement of Class Action Lawsuit (“Long Form Notice”), submitted by the Parties as Exhibits A, B, and C to the Settlement, the Court approves, as to form and content, such Notices.

12. Within fourteen (14) days after the entry of this Order, Temple 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 potential Settlement Class Members.

13. Within twenty-eight (28) 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 potential Settlement Class Member on the Class List, such Short Form Notice shall be sent by the Settlement Administrator to the potential Settlement Class Member’s last known mailing address via U.S. mail.

14. No later than ten (10) 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 Short Form Notice, Election Form, and Long Form Notice; (ii) the Preliminary Approval Order (when entered); (iii) the Settlement Agreement; (iv) the Consolidated Second Amended Class Action Complaint; (v) Defendant’s Answer; (vi) the Fee Petition filed by Class Counsel; (vii) the motions for preliminary and final approval; (viii) other pertinent documents and Court filings and orders pertaining to the Settlement; (ix) contact information for the Settlement Administrator, including a Toll Free number, as well as Settlement Class Counsel; and (x) any other materials agreed upon by the Parties and/or required by the Court.

15. At least 14 days 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.

16. The Court finds and determines that (a) emailing or mailing the Short Form Notice and Election Form, (b) creating a Settlement Website; and (c) posting of the Long Form Notice on the Settlement 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, Rule 23 of the Federal Rules of Civil Procedure, 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 and object to the Settlement; a Settlement Class Member must decide whether to opt-out of the Settlement or to object to the Settlement.

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 sixty (60) days after the issuance of the Short Form Notice (the “Objection/Exclusion Deadline”), which date shall be included in both the Short Form Notice and the Long Form Notice.

19. A request to be excluded from the Settlement Class that is not submitted in the form and manner set forth in the Long Form Notice 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 this Order and the Long Form Notice, shall not: (a) be bound by any orders of the Court or the Final Judgment; (b) be entitled to any payments from the Settlement Fund or Non-Cash Benefits under the Settlement; (c) gain any rights by virtue of the Settlement; or (d) be permitted to object to any aspect of the Settlement.

20. 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.

21. As set forth in the Settlement Agreement, Temple has the right to terminate the Settlement Agreement if the number of exclusions exceeds 3.5% of the potential Settlement Class Members.

22. 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 Temple's Counsel, no later than fourteen (14) days prior to the Final Approval Hearing. The motion shall include an exhibit listing all Settlement Class Members who have validly opted out, and also attach all objections by Settlement Class Members.

23. The application for attorneys' fees and litigation expenses and incentive awards for the Settlement Class Representatives must be filed at least fourteen (14) days prior to the Objection/Exclusion Deadline. Class Counsel have agreed not to request more than \$2,300,000 in fees and not more than \$250,000 in expenses, and not more than \$5,000 in incentive awards for each of the two Settlement Class Representatives.

24. No less than one hundred twenty (120) days from the date of this Order, this Court will hold a hearing in 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 \_\_\_\_\_ on \_\_\_\_\_, 202\_\_ (“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 Available Settlement Fund should be approved as fair, reasonable, and adequate to the Settlement Class; (c) whether to approve the application of Class Counsel for a Fee Award; (d) whether to approve the payment of incentive awards to the Settlement Class Representatives; (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 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 or time of the Final Approval Hearing.

25. Any Settlement Class Member 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.

26. Any Settlement Class Member may object to the Settlement, the manner of distribution of the Available Settlement Fund, the application for incentive awards, or the Fee 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 incentive awards should not be approved, or why

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

27. No Settlement Class Member will be heard on such matters unless they have filed no later than the Objection/Exclusion Deadline a written objection that includes: (a) the objector's name, address, and either a telephone number or email address; (b) the name and case number of this Action; (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 the objector in connection with the preparation or submission of the objection; (e) a statement indicating whether the objector intends 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); 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 mailed at the same time to the following counsel:

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

-and-

Paul J. Doolittle  
POULIN | WILLEY | ANASTOPOULO, LLC  
32 Ann Street  
Charleston, SC 29403

*Class Counsel*

Roberta D. Liebenberg  
Gerard A. Dever  
Jessica D. Khan  
FINE, KAPLAN AND BLACK, RPC  
One South Broad Street, 23<sup>rd</sup> Floor

Philadelphia, PA 19107

*Counsel for Temple*

28. 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 Available Settlement Fund.

29. If any Settlement Class Member does not make an objection in the form and manner set forth above and in the Long Form Notice, they shall not be permitted to object to the Settlement, the incentive awards, and/or the Fee Award at the Final Approval Hearing; shall be foreclosed from seeking any review of the Settlement, the incentive 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.

30. 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 Temple to provide the “Class List” regarding Settlement Class Members (*i.e.*, directory information, as FERPA defines that term) to the Settlement Administrator in accordance with this Order.

31. Upon the Effective Date set forth in Paragraph 1.9 of the Settlement Agreement, the Releasing Parties shall have fully, finally, and forever released all Released Claims against the Released Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Released Parties.

32. Upon the Effective Date set forth in Paragraph 1.9 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.

33. 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.

**Further Matters**

34. 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.

35. 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.

36. 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. John M. Gallagher  
United States District Judge

# Exhibit E

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BROOKE RYAN, individually and on behalf of all others similarly situated,	:	
	:	
Plaintiff,	:	No. 20-cv-02164-JMG
	:	
v.	:	CLASS ACTION
	:	
TEMPLE UNIVERSITY,	:	
	:	
Defendant.	:	
CHRISTINA FUSCA, individually and on behalf of all others similarly situated,	:	
	:	
Plaintiff,	:	No. 20-cv-03434-JMG
	:	
v.	:	CLASS ACTION
	:	
TEMPLE UNIVERSITY,	:	
	:	
Defendant.	:	
	:	

**[PROPOSED] FINAL JUDGMENT**

**WHEREAS**, the Parties to the above-captioned putative class action (the “Action”) executed a Settlement Agreement dated as of September 20, 2024 (the “Settlement”);

**WHEREAS**, on \_\_\_\_\_, \_\_\_\_\_, the Court entered an Order Granting Preliminary Approval of the Settlement, Directing Notice to the Class, Setting a Hearing on Final Approval and Provisionally Certifying the Settlement Class (“Preliminary Approval Order”), which, *inter alia*: (i) preliminarily approved the Settlement; (ii) preliminarily determined that, for purposes of the Settlement only, the Action should proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of the Settlement Class defined as:

All Temple undergraduate, graduate, and professional students who paid their tuition and/or University Services Fee obligations from any source for the Spring 2020 Semester, enrolled in at least one in-person, on-campus class during the Spring 2020 Semester, and remained enrolled after March 16, 2020. 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 fees for the Spring 2020 Semester; (4) any Judge or Magistrate Judge presiding over these Actions 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 persons.

(iii) preliminarily appointed Named Plaintiffs Brooke Ryan and Christina Fusca as Settlement Class Representatives; (iv) preliminarily appointed Lynch Carpenter, LLP; Poulin | Willey | Anastopoulo, LLC; and Carpey Law, P.C. as Class Counsel; (v) approved the forms and manner of notice of the Settlement to potential Settlement Class Members; (vi) directed that appropriate notice of the Settlement be given to the potential Settlement Class; and (vii) set a hearing date to consider final approval of the Settlement;

**WHEREAS**, notice of the Settlement was provided to Settlement Class Members in accordance with the Court’s Preliminary Approval Order;

**WHEREAS**, on \_\_\_\_\_, \_\_\_\_\_, Named Plaintiffs filed their Motion for Final Approval of Class Action Settlement (“Final Approval Motion”) and accompanying Memorandum of Law and supporting exhibits;

**WHEREAS**, on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ 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, this Court held a hearing to determine whether the Settlement was fair, reasonable, and adequate to the Settlement Class (the “Final Approval Hearing”); and



**WHEREAS**, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement and all other files, records, and proceedings in the Action, and being otherwise fully advised,

**THE COURT HEREBY FINDS AND CONCLUDES** that:

A. This Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto, as well as personal jurisdiction over all the Parties and all Settlement Class Members for purposes of the Settlement.

B. This Order incorporates the definitions in the Settlement and all terms used in the Order have the same meanings as set forth in the Settlement, unless otherwise defined herein.

C. The notice provided to the potential Settlement Class in accordance with the Preliminary Approval Order constituted the best notice practicable under the circumstances; constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

D. The notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, have been satisfied.

E. For purposes of the Settlement only, the Action may proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure.

F. Class Counsel and the Settlement Class Representatives have fairly and adequately represented the Settlement Class, both with respect to litigation of the Action and for purposes of

negotiating, entering into, and implementing the Settlement. Class Counsel and the Settlement Class Representatives have satisfied the requirements of Rules 23(a)(4) and 23(g) of the Federal Rules of Civil Procedure.

G. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court grants final approval of the Settlement, as: (i) it is in all respects fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; (ii) it was the product of informed, good faith, arm's-length negotiations among experienced counsel, and the negotiations were facilitated by an experienced professional mediator, Hon. Diane M. Welsh (Ret.); (iii) it was based on a record that is sufficiently developed to have enabled the Settlement Class Representatives and Temple to adequately evaluate their positions; (iv) the relief provided to the Settlement Class is adequate, taking into account the costs, risks, and delay of continued litigation and the effectiveness of the plan of allocation as outlined in the Settlement; (v) the allocation of the Settlement Fund treats Settlement Class Members equitably relative to one another; and (vi) the Settlement was positively received by the Settlement Class.

H. The persons who have timely and validly requested exclusion from the Settlement Class, if any, are identified in Exhibit 1 attached hereto ("Excluded Persons").

I. There are \_\_\_ persons who have timely and validly objected to the Settlement. The Court has considered their objections and finds them to be unmeritorious.

J. The Settlement Class Representatives and the Settlement Class Members, and all and each of them, are hereby bound by the terms of the Settlement.

**NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED** that:

1. The Settlement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members.

2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court grants final class certification, for settlement purposes only, of the Settlement Class that it provisionally certified in its Preliminary Approval Order, and finds that all of the requirements of Rule 23(a) and Rule 23(b)(3) have been satisfied.

3. The Court confirms the appointment of Brooke Ryan and Christina Fusca as Settlement Class Representatives.

4. The Court confirms the appointment of the law firms of Lynch Carpenter, LLP; Poulin | Willey | Anastopoulo, LLC; and Carpey Law, P.C. as Class Counsel.

5. The Court confirms the appointment of the firm of A.B. Data, Ltd. as Settlement Administrator. It shall perform the duties and responsibilities set forth in the Settlement Agreement with respect to the distribution of the Settlement Fund.

6. The Court finds and confirms that the Settlement Fund is a “qualified settlement fund” as defined in Sections 468B-1 through 468B-5 of the Treasury Regulations.

7. The Settlement is binding on and has *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties with respect to Released Claims. Excluded Persons identified in Exhibit 1 are no longer parties to this Action and are not bound by the Settlement.

8. Final Judgment shall be, and hereby is, entered dismissing the Action (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice, and without fees or costs to any Party, except as provided in the Settlement Agreement.

9. As of the Effective Date, the Releasing Parties shall be deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged all Released Claims, as defined in Paragraph 1.24 of the Settlement, against the Released Parties,

and shall forever be barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction relating to or concerning any or all of the Released Claims against any of the Released Parties. 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.

10. The manner of distribution of the Available Settlement Fund as described in the Settlement and in the Notices to potential Settlement Class Members is hereby approved, subject to modification by further order of this Court, which may, at the discretion of the Court, be entered without further notice to the Settlement Class. Any order or proceedings relating to the manner of distribution of the Available Settlement Fund, so long as they are not materially inconsistent with this Final Judgment, shall not operate to terminate or cancel the Settlement or affect the finality of this Final Judgment approving the Settlement.

11. Neither the Settlement nor this Final Judgment nor the fact of the Settlement is an admission or concession by Temple of any fault, wrongdoing, or liability whatsoever. This Final Judgment is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference against Temple or the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement.

12. Without affecting the finality of this Final Judgment for purposes of appeal, the Court retains continuing and exclusive jurisdiction as to all Settlement Class Members and matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose.

13. The finality of this Final Judgment shall not be affected by any order entered regarding Class Counsel's motion for an award of attorneys' fees and reimbursement of expenses and/or any order entered regarding awards to the Settlement Class Representatives, which shall be considered separate from this Final Judgment.

14. The Parties are hereby directed to implement and consummate the Settlement according to the terms and provisions of the Settlement Agreement, which are hereby approved and incorporated herein by reference.

15. There is no just reason to delay the entry of this Final Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Final Judgment in this Action and to close the case.

16. In the event that this Final Judgment does not become Final in accordance with Paragraph 1.14 of the Settlement, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void, except those necessary to effect termination of the Settlement. In such event, the Action shall return to its status immediately prior to execution of the Settlement.

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

\_\_\_\_\_  
Judge John M. Gallagher  
United States District Judge