

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

BENJAMIN RAMEY, JEFFREY BINET, and
TYLER THOMSON, *on behalf of themselves and
all others similarly situated,*

Plaintiffs,

v.

THE PENNSYLVANIA STATE UNIVERSITY,

Defendant.

Case No. 2:20-cv-00753-RJC

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, Named Plaintiffs Benjamin Ramey, Jeffrey Binet, and Tyler Thomson, on behalf of themselves and the Settlement Class, respectfully submit this memorandum of law in support of their motion for final approval of the \$17,000,000 settlement reached in this Action, and for approval of the manner of distribution of the Net Settlement Fund (the “Distribution”). The terms of the settlement are set forth in the Stipulation of Settlement, dated August 28, 2024 (the “Settlement Agreement” or “Agreement”). Dkt. No. 90-2.¹

INTRODUCTION

On October 8, 2024, this Court preliminarily approved the class action settlement between Plaintiffs Benjamin Ramey, Jeffrey Binet, and Tyler Thomson and Defendant Pennsylvania State University (“Penn State” or “Defendant”) and directed that notice be sent to the Settlement Class. Dkt. No. 93. The settlement administrator has implemented the Court-approved notice plan and direct notice has reached **99.9%** of the provisionally certified Settlement Class. The reaction from the class has been overwhelmingly positive. Specifically, of the approximately 72,000 class members, thus far **none** have requested to be excluded from the settlement.² Additionally, only **two** class members filed objections to the settlement; however, **both** objections have been **withdrawn**.³

The settlement’s strength speaks for itself: it is the largest COVID-19 tuition recovery in history, greatly exceeding amounts recovered for students in all other previous court approved COVID-19 tuition refund settlements. *See, e.g., Rosado v. Barry Univ., Inc.*, No. 1:20-cv-21813-

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

² The deadline for Settlement Class Members to object or request exclusion was January 6, 2025. Dkt. No. 90-2.

³ *See* Declaration of Gary F. Lynch (“Lynch Decl.”) ¶ 17.

JEM (S.D. Fla.) (\$2.4 million common fund); *Wright v. S. New Hampshire Univ.*, No. 1:20-cv-00609 (D.N.H.) (\$1.25 million common fund); *Fittipaldi v. Monmouth University*, Case No. 3:20-cv-05526-RLS (D.N.J.) (\$1.3 million common fund); *Martin v. Lindenwood Univ.*, No. 4:20-cv-01128 (E.D. Mo.) (\$1.65 million common fund); *D’Amario v. The Univ. of Tampa*, No. 7:20-cv-03744-CS (S.D.N.Y.) (\$3.4 million common fund); *Smith et al v. University of Pennsylvania*, No. 2:20-cv-02086-TJS (E.D. Pa.) (\$4.5 million common fund); *In re Columbia Univ. Tuition Refund Action*, No. 1:20-cv-03208 (S.D.N.Y.) (\$12.5 million common fund). As set forth in the Settlement Agreement, all Settlement Class Members who do not opt-out of the Settlement will **automatically** receive a payment under the Settlement.

The settlement is an excellent result for the class and the Court should grant final approval.

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs and Settlement Class Members are current and/or former Penn State students. Plaintiffs allege that they paid tuition and fees to Penn State for the Spring 2020 semester in exchange for, in part, access to campus facilities, services, and in-person education. *See generally, Second Amended Class Action Complaint* (“Complaint”), Dkt. No. 63. Plaintiffs allege that Defendant failed to provide that on-campus in-person access and education, and further failed to “refund[] any amount of the tuition or any of the Mandatory Fee, even though it has implemented online distance learning starting on March 16, 2020.” *Id.* ¶ 2. As such, Plaintiffs allege that Defendant breached its contract with Plaintiffs, or was otherwise unjustly enriched, by failing to provide the services and failing to provide refunds for tuition and fees. *See, e.g., id.* ¶¶ 61–62, 66–67, 73.

Defendant denies that it breached any express or implied contract with its students or that it was unjustly enriched as a result of the change in learning modalities during the Spring 2020

semester. Specifically, Defendant maintains that it acted properly and reasonably in accord with all applicable laws, rules, regulations, and ordinances to protect the health, safety and well-being of its students, faculty and staff, and that it did not violate any contractual obligations to its Spring 2020 students, particularly in light of the unprecedented circumstances created by the Covid-19 pandemic. Although Penn State disagrees with Plaintiffs' claims, it determined that resolving this lawsuit is in the best interest of its students and employees in order to remain focused on its mission to steer students along a fulfilling educational journey to earn their college degrees.

TERMS OF THE PROPOSED SETTLEMENT AGREEMENT

I. THE PROPOSED SETTLEMENT CLASS

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

All enrolled students at Penn State, including all Commonwealth campuses and branch locations, during the Spring 2020 semester who paid tuition and/or fees and who were registered for at least one in-person class at the beginning of the Spring 2020 semester.

Dkt. No. 93. As of the January 6, 2025 Objection/Exclusion Deadline, no Settlement Class Members have excluded themselves from the Settlement, and both Settlement Class Members who filed objections to the Settlement Agreement have withdrawn their objections. *See* Declaration of Cameron R. Azari, Epiq Class Action and Claims Solutions, Inc. ("Azari Decl."), ¶ 21; Lynch Decl. ¶ 17.

II. MONETARY TERMS

The proposed Settlement Amount is a non-reversionary cash payment of seventeen million U.S. Dollars (\$17,000,000). *See* SA ¶ 37. In accordance with the Settlement Agreement, the Settlement Administrator shall make deductions from the Settlement Amount for court-approved attorneys' fees and reasonable litigation costs, fees and expenses for the Settlement Administrator,

and any court-approved Case Contribution Award to the Plaintiffs, in recognition of the risks and benefits of their participation and substantial services they performed. *See id.* ¶ 38. Any Settlement Class Member who withdrew for medical reasons from Penn State after March 16, 2020, but before the conclusion of the Spring 2020 semester, and received a refund of tuition, shall be entitled to receive fifty dollars (\$50) from the Net Settlement Fund. The remainder of the Net Settlement Fund will be distributed equally to all other Settlement Class Members. *Id.* ¶ 4.

Up until the Effective Date, the Escrow Account shall be under the control of the Escrow Agent, on behalf of the Settlement Class Representatives, the Settlement Class, and Penn State. *See id.* ¶ 40. Should the Court grant final approval of the Settlement, the Settlement Administrator will send the Settlement Benefits to Settlement Class Members within sixty (60) days of the Effective Date. *See id.* ¶ 9. The Settlement Administrator will pay all legally mandated Taxes prior to distributing the settlement payments to Settlement Class Members. *See id.* ¶ 42.

Settlement Class Members shall have one hundred and eighty (180) days from the date of distribution of the checks to cash their check for the Settlement Benefit. Funds for Uncashed Settlement Checks, if less than \$500,000, shall, subject to Court approval, be designated to a scholarship fund for Penn State students to be administered by Penn State. If the funds for Uncashed Settlement Checks exceed \$500,000, such funds will be redistributed as a second distribution to Settlement Class Members who previously did cash their settlement check. If the funds for the Uncashed Settlement Checks still exceed \$500,000 after the second distribution, the Uncashed Settlement Checks from the second distribution will be redistributed as a third distribution to Settlement Class Members who previously did cash their settlement check. If, after a third distribution, there are funds remaining from Uncashed Settlement Checks, the funds shall,

subject to Court approval, be designated to a scholarship fund for Penn State students. *See id.* ¶¶ 1(jj), 9.

III. DISMISSAL AND RELEASE OF CLAIMS

Upon the Settlement becoming Final, Settlement Class Members shall be deemed to have forever released any and all suits, claims, controversies, rights, agreements, promises, debts, liabilities, accounts, reckonings, demands, damages, judgments, obligations, covenants, contracts, costs (including, without limitation, attorneys' fees and costs), losses, expenses, actions or causes of action of every nature, character, and description, in law or in equity, that any Releasing Party ever had, or has, or may have in the future, upon or by reason of any matter, cause, or thing whatever from the beginning of the world to the Effective Date, whether known or unknown, arising out of, concerning, or relating in any way to Penn State's transition to or provision of remote education with respect to the COVID-19 pandemic, or the implementation or administration of such remote education, the closing of its campuses due to the COVID-19 pandemic or the provision of any services whatsoever that were altered in connection with the COVID-19 pandemic during the Spring 2020 semester. This release includes but is not limited to all claims that were brought or could have been brought in the Action. *See* SA ¶ 1(u). These releases were described in the Court-approved Long Form Class Notice.

IV. RESULTS OF SETTLEMENT ADMINISTRATION AND NOTICE

Following the Court's Preliminary Approval Order, the Settlement Administrator completed the Notice plan set forth in the Settlement. *See* Azari Decl., ¶¶ 6-16. The Notice plan was designed to reach as many Settlement Class Members as practicable. The Notice included the required description of the material Settlement terms, the deadline for Settlement Class Members to opt out of the Settlement Class; the deadline for Settlement Class Members to object to the Settlement; the Final Approval Hearing date; and the Settlement Website at which Settlement

Class Members could access the Short Form Notice, Long Form Notice, Settlement Agreement, and other related documents and information. *Id.*, Ex.'s 2-4.

Pursuant to the Court's Preliminary Approval Order, Penn State provided Epiq with the Class List containing information sufficient to provide Settlement Class Members with direct notice. Azari Decl., ¶ 10. The Settlement Class List contained information for 72,366 Settlement Class Members. *Id.* Epiq then conducted an email validation exercise to remove invalid and duplicate email addresses, helping to ensure the overall deliverability of the valid email addresses. *Id.* Thereafter, on November 22, 2024, Epiq sent 80,817 Email Notices to all identified Settlement Class Members for whom email addresses were available. *Id.*, ¶ 11. That same day, Epiq sent 6,040 Postcard Notices to Settlement Class Members with an associated physical address for whom a valid email address was not available, or for whom the Email Notice was returned as undeliverable after several attempts. *Id.*, ¶ 13. As of January 24, 2025, 72,299 of the 72,366 unique, identified Settlement Class Members received direct notice of the Settlement. *Id.*, ¶ 17.

On November 21, 2024, Epiq established an information Settlement Website, www.PennStateTuitionRefundSettlement.com, allowing Settlement Class Members to obtain detailed information about the Action, the Settlement, and to review important documents, including the Long Form Notice, Settlement Agreement, and other relevant documents. *Id.*, ¶ 18. Also on November 21, 2024, Epiq established a toll-free telephone number (1-888-884-4079) to allow Settlement Class Members to call for additional information. *Id.*, ¶ 19.

As a result of the Notice plan, at least 99.9% of the identifiable Settlement Class members received direct notice of the Settlement. *Id.*, ¶ 17. The deadline to submit an objection or opt out of Settlement was January 6, 2025. To date, no Settlement Class Member has submitted a request for exclusion. *Id.*, ¶ 21. Only two Settlement Class members submitted objections to the settlement;

however, both objections have been withdrawn. *See* Lynch Decl. ¶ 17. Accordingly, no Settlement Class Members object to the settlement.

ARGUMENT

I. STANDARD FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENTS.

A. The Law Favors and Encourages Settlements.

“[T]here is an overriding public interest in settling class action litigation, and it should therefore be encouraged.” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004). Additionally, “[t]he law favors settlement particularly in class actions and other complex cases where substantial judicial resources can be conserved by avoiding formal litigation.” *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab.*, 55 F.3d 768, 784 (3d Cir. 1995). But, the final approval of settlement is left to the discretion of the court. *Eichenholtz v. Brennan*, 52 F.3d 478, 482 (3d Cir. 1995). Further, courts in this Circuit have great discretion in such matters: “The decision of whether to approve a proposed settlement of a class action is left to the sound discretion of the district court.” *Girsh v. Jepson*, 521 F.2d 153, 156 (3d Cir. 1975); *Lazy Oil Co. v. Witco Corp.*, 166 F.3d 581, 587 (3d Cir. 1999). In order to grant final approval of a class action settlement, the Court must first determine whether a class can be certified under Rule 23(a) and at least one prong of Rule 23(b). *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

B. The Settlement Must be Procedurally and Substantially Fair, Adequate, and Reasonable.

Federal Rule of Civil Procedure 23(e) provides the applicable standard for judicial approval of a class action settlement. Rule 23(e)(2), as amended, provides that courts should consider certain factors when determining whether a class action settlement is “fair, reasonable and adequate” such that final approval is warranted:

- (A) whether the class representatives and class counsel have adequately represented the class;

- (B) whether the proposal was negotiated at arm's-length;
- (C) whether the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of the proposed award of attorneys' fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
- (D) whether the proposal treats class members equitably relative to each other.

See Fed. R. Civ. P. 23(e)(2).

In addition to the foregoing factors, the Third Circuit considers additional factors, the first set of which comes from *Girsh*, 521 F.2d at 156:

- (1) the complexity, expense and likely duration of the litigation;
- (2) the reaction of the class to the settlement;
- (3) the stage of the proceedings and the amount of discovery completed;
- (4) the risks of establishing liability;
- (5) the risks of establishing damages;
- (6) the risks of maintaining the class action through the trial;
- (7) the ability of the defendant to withstand a greater judgment;
- (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and
- (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Id. Importantly, no single *Girsh* factor is dispositive. The Third Circuit has explained: “a court may approve a settlement even if it does not find that each of [the *Girsh*] factors weigh in favor of approval.” *In re N.J. Tax Sales Certificate Antitrust Litig.*, 750 F. App'x 73, 77 (3d Cir. 2018).

Although the Court must scrutinize the Settlement Agreement for fairness, “there is an overriding public interest in settling class action litigation, and it should therefore be encouraged.” *In re Warfarin*, 391 F.3d at 535. As set forth below, the settlement is fair, reasonable, and adequate and should be finally approved.

In addition to the *Girsh* factors, the Third Circuit, in *In re Prudential Ins. Co. Am. Sales Prac. Litig. Agent Actions*, 148 F.3d 283, 324 (3d Cir. 1998), elaborated on additional factors that reviewing courts should consider when deciding whether to approve a proposed class action

settlement. These factors were then clarified in *In re Pet Food Prods. Liab. Litig.* 629 F.3d 333, 350 (3d Cir. 2010). These *Prudential* factors overlap with the *Girsh* factors and are non-exclusive. But, importantly, only the factors relevant to the litigation need to be addressed. *In re Prudential*, 148 F.3d at 323–24. The *Prudential* factors are:

- (1) the maturity of the underlying substantive issues, as measured by experience in adjudicating individual actions, the development of scientific knowledge, the extent of discovery on the merits, and other factors that bear on the ability to assess the probable outcome of a trial on the merits of liability and individual damages;
- (2) the existence and probable outcome of claims by other classes and subclasses;
- (3) the comparison between the results achieved by the settlement for individual class or subclass members and the results achieved or likely to be achieved for other claimants;
- (4) whether class or subclass members are accorded the right to opt-out of the settlement;
- (5) whether any provisions for attorneys' fees are reasonable; and
- (6) whether the procedure for processing individual claims under the settlement is fair and reasonable.

Id. As discussed in more detail below, the proposed Settlement satisfies the requirements of Rule 23, the *Girsh* factors, and the relevant *Prudential* factors, and should be finally approved.

II. THE PROPOSED SETTLEMENT IS PROCEDURALLY AND SUBSTANTIALLY FAIR, ADEQUATE, AND REASONABLE.

A. The Settlement Satisfies the Requirements of Rule 23(e)(2).

1. Plaintiffs and Class Counsel Have Adequately Represented the Settlement Class.

When analyzing whether a proposed class action settlement is fair, reasonable, and adequate, the Court must consider whether “the class representative[] and class counsel have adequately represented the class.” Fed. R. Civ. P. 23(e)(2)(A). “The adequacy requirement encompasses two distinct inquiries designed to protect the interests of absentee class members: it considers whether the named plaintiffs’ interests are sufficiently aligned with the absentees’, and it tests the qualifications of the counsel to represent the class.” *Ripley v. Sunoco, Inc.*, 287 F.R.D.

300, 309 (E.D. Pa. 2012); *see also Dewey v. Volkswagen Aktiengesellschaft*, 681 F.3d 170, 182 (3d Cir. 2012). This test “assures that the named plaintiffs’ claims are not antagonistic to the class and that the attorneys for the class representatives are experienced and qualified to prosecute the claims on behalf of the entire class.” *Beck v. Maximus, Inc.*, 457 F.3d 291, 296 (3d Cir. 2006) (citation and quotation marks omitted). Here, both prongs of the adequacy test are met. First, Plaintiffs’ interests are aligned with those of the Settlement Class as they were all students who attended Penn State during the Spring 2020 and enrolled in in-person classes. Second, Class Counsel are highly experienced in class action litigation, especially in the tuition refund context. Class Counsel’s qualifications are set forth in the Declaration of Gary F. Lynch (Dkt. No. 90-1) and the Firm Resumes of Lynch Carpenter, LLP, Poulin | Willey | Anastopoulo, LLC, and Bursor & Fisher, P.A. (Dkt. Nos. 90-3, 90-4, and 90-5) submitted in support of preliminary approval.

Additionally, Plaintiffs and Class Counsel have adequately represented the Settlement Class by zealously prosecuting this Action, including by, among other things, extensive investigation and other litigation efforts throughout the prosecution of the Action, including, *inter alia*: (1) researching and drafting the initial complaint in the Action; (2) researching the applicable law with respects to the claims in the Action and the potential defenses thereto; (3) actively participating in similar College and University Class Actions filed across the country; and (4) engaging in extensive settlement discussions with Defendant’s counsel and the exchange of information during informal discovery. *See generally* Lynch Decl., ¶¶ 10, 18. Through each step of the Action, Plaintiffs and Class Counsel have strenuously advocated for the best interests of the Settlement Class. Plaintiffs and Class Counsel therefore satisfy Rule 23(e)(2)(A) for purposes of final approval.

2. The Proposed Settlement Was Negotiated at Arm's-Length.

The proposed Settlement satisfies Rule 23(e)(2)(B) because the Settlement is the product of arm's-length negotiations between the Parties' counsel overseen by an experienced mediator, Hon. Diane Welsh (Ret.). Lynch Decl., ¶¶ 18, 23. Further, it is well settled that in the Third Circuit class action settlements enjoy a presumption of fairness under review when: "(1) the negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected." *In re Nat'l Football League Players Concussion Inj. Litig.*, 821 F.3d 410, 436 (3d Cir. 2016), *as amended* (May 2, 2016). Given the above and the Declaration attached hereto, Rule 23(e)(2)(B) is satisfied.

3. The Proposed Settlement Is Adequate in Light of the Litigation Risks, Costs and Delays of Trial and Appeal.

Rule 23(e)(2)(C)(i) and both sets of factors described above overlap as they address the risks posed by continuing litigation. In fact, the first *Girsh* factor is directly analogous to Rule 23(e)(2)(C)(i). As further explained below, all these factors (to the extent relevant) weigh in favor of final approval of the Settlement.

a. The Risks of Establishing Liability.

In considering the risks of establishing liability, courts often consider the complexity of the issues and magnitude of the proposed settlement class. *In re Prudential*, 148 F.3d at 318. Here, although Plaintiffs believe their case is strong, it is not without risk. *See id.* at 319 ("The fourth and fifth *Girsh* factors survey the possible risks of litigation in order to balance the likelihood of success and the potential damage award if the case were taken to trial against the benefits of an immediate settlement."). Here, Plaintiffs and the putative Class face risks at every juncture, including: (1) Defendant's anticipated 23(f) petition should a class be certified; (2) Defendant's anticipated motion for summary judgment; (3) the Parties' competing motions to strike each

other's experts; (4) trial; and (5) appeal. Each of these steps would pose significant risks to the Settlement Class Members that could result in them recovering nothing at all. Although Class Counsel are confident in their ability to overcome these challenges, they create risks for the Class that must be weighed against the value of any potential recovery. The proposed Settlement eliminates these risks while providing relief that is fair, reasonable, and adequate.

In comparison to the risks as discussed above, the Settlement as it stands currently is an excellent result for the Settlement Class as it provides above-average benefits. *See infra* section IV(C).

***b.* The Risks of Establishing Damages at Trial.**

The risks of establishing liability apply with equal force to the risks of establishing damages. If this litigation were to continue, Plaintiffs would rely heavily on expert testimony to establish damages, likely leading to a battle of the experts at trial and a *Daubert* challenge. If the Court were to determine that one or more of Plaintiffs' experts should be excluded from testifying at trial, Plaintiffs' case would become much more difficult to prove. Moreover, while Defendant did shift to distance learning and requested that most students leave campus, these steps were due to COVID-19 and the accompanying government orders, providing Penn State with an impossibility defense. Plaintiffs have never disputed the necessity of these actions; the issue is whether Plaintiffs and the Settlement Class were entitled to a refund of tuition and fees paid to Penn State, and a potential impossibility defense raises a risk in establishing damages and the form of such damages (*i.e.*, compensatory or restitution). Thus, in light of the significant risks Plaintiffs faced at the time of the settlement with regard to establishing damages, including the possibility that Plaintiffs would not be able to establish damages for each student, this factor weighs heavily in favor of final approval.

c. The Settlement Eliminates the Additional Costs and Delay of Continued Litigation.

The anticipated complexity, cost, and duration of the Action would be considerable, and these factors are critical in a Court's evaluation of proposed settlements. *See Girsh*, 521 F.2d at 157 (holding that the complexity, expense, and likely duration of litigation are critical factors in evaluating the reasonableness of a settlement). Indeed, if not for the Settlement, litigation would continue, and there is a high likelihood it would be expensive, protracted, and contentious. Lynch Decl., ¶¶ 8, 10-12. Costs would be significant, and Plaintiffs and the Settlement Class would be exposed to many risks and uncertainties. The preparation for what would likely be a multi-week trial (and possible appeals thereafter) would likely cause the Action to continue for several years before the Settlement Class could potentially receive any recovery. Such a lengthy and highly uncertain process would not serve the best interests of the Settlement Class when compared to the immediate and certain monetary benefits of the Settlement. *Id.* Accordingly, this Rule 23(e)(2)(C)(i) factor, as well as the analogous *Girsh* factors, all weigh in favor of final approval.

d. The Proposed Method for Distributing Relief Is Effective.

With respect to Rule 23(e)(2)(C)(ii), Plaintiffs and Class Counsel have taken appropriate steps to ensure the Settlement Class is notified about the Settlement and the Settlement Benefits are properly distributed.

Each Settlement Class Member's Settlement Benefit will be distributed automatically, with no action required by that Settlement Class Member. Any Settlement Class Member who withdrew for medical reasons from Penn State after March 16, 2020, but before the conclusion of the Spring 2020 semester, and received a refund of tuition, shall be entitled to receive fifty dollars (\$50) from the Net Settlement Fund. The remainder of the Net Settlement Fund will be distributed equally to all other Settlement Class Members.

By default, the Settlement Administrator will send the Settlement Benefit to each Settlement Class Member by check mailed to the Settlement Class Member's last known mailing address on file with the University Registrar.

The Settlement Administrator has also provided a form on the Settlement Website that the Settlement Class Members may visit to (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check.

Funds for Uncashed Settlement Checks, if less than \$500,000, shall, subject to Court approval, be designated to a scholarship fund for Penn State students to be administered by Penn State. If the funds for Uncashed Settlement Checks exceed \$500,000, such funds will be redistributed as a second distribution to Settlement Class Members who previously did cash their settlement check. If the funds for the Uncashed Settlement Checks still exceed \$500,000 after the second distribution, the Uncashed Settlement Checks from the second distribution will be redistributed as a third distribution to Settlement Class Members who previously did cash their settlement check. If, after a third distribution, there are funds remaining from Uncashed Settlement Checks, the funds shall, subject to Court approval, be designated to a scholarship fund for Penn State students

***e.* Class Counsel's Request for Attorneys' Fees Is Reasonable.**

Rule 23(e)(2)(C)(iii) addresses "the terms of any proposed award of attorney's fees, including timing of payment." Fed. R. Civ. P. 23(e)(2)(C)(iii). Consistent with the fee request plainly documented in the Notice, and as discussed in Class Counsel's fee memorandum, Class Counsel seek an award of attorneys' fees in the amount of thirty-three and one-third percent of the Settlement Fund and expenses to be paid at the time of the award of court-approved attorneys' fees. Such amounts are presumptively reasonable and in line with requests frequently approved in this Circuit. For example, in *In re Ravisent Techs., Inc. Sec. Litig.*, Judge Surrick noted that "courts

within [the Third] Circuit have typically awarded attorneys' fees of 30% to 35% of the recovery, plus expenses." No. CIV.A.00-CV-1014, 2005 WL 906361 (E.D. Pa. Apr. 18, 2005) (citing *In re CareSciences, Inc. Sec. Litig.*, Civ. A. No. 01-5266 (E.D. Pa. Oct. 29, 2004)) (awarding one-third recovery of \$3.3 million settlement fund, plus expenses).

f. The Settlement Ensures Settlement Class Members Are Treated Equitably.

Rule 23(e)(2)(D), the final factor, considers whether class members are treated equitably. As reflected in the Settlement Agreement, the proposed Settlement treats Settlement Class Members equitably relative to each other. Settlement Class Members who withdrew from Penn State for medical reasons after March 16, 2020, but before the conclusion of the Spring 2020 semester, and received a refund of tuition, will receive fifty dollars (\$50) from the Net Settlement Fund. The remainder of the Net Settlement Fund will be distributed equally to all other Settlement Class Members. This equal distribution approach clearly satisfies the fair and equitable treatment requirement. *See, e.g., Swinton v. SquareTrade, Inc.*, No. 18-cv-00144, 2019 WL 617791, at *8 (S.D. Iowa Feb. 14, 2019) ("There is no requirement that all class members in a settlement be treated equally. And, indeed, class members are not treated equally here. Some are entitled to cash refunds and others only benefit from a coupon and injunctive relief.") (citation omitted).

Based on the foregoing, Plaintiffs and Class Counsel respectfully submit that each of the Rule 23(e)(2) factors support granting final approval of the settlement.

III. The *Girsh* Factors Favor Settlement.

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

The first *Girsh* factor is satisfied. As discussed above, this Action raises complex factual and legal questions regarding the alleged non-deliverance of in-person education and services supported by the tuition and fees at issue. The matter at hand has had preliminary discovery and

lengthy, hard-fought negotiations. The continued prosecution of these claims will require significant additional expenses to the class, given further discovery and expert costs. Further, no matter the outcome at the district court level, the result will likely be appealed, leading to further costs and delay of any recovery. Thus, this settlement would avoid a myriad of unnecessary expenditures related to further litigation. This avoidance benefits all parties while providing the Settlement Class with immediate benefits, and, thus, weighs in favor of approving settlement. *In re Gen. Motors*, 55 F.3d at 812 (holding that lengthy discovery and potential opposition by the defendant were factors weighing in favor of settlement).

B. The Reaction of the Class to the Settlement.

The second *Girsh* factor to consider is the reaction of the class to the settlement. To determine such a reaction, the number of objectors to the settlements is often evaluated. *In re CertainTeed Corp. Roofing Shingle Prods. Liab. Litig.*, 269 F.R.D. 468, 485 (E.D. Pa. 2010) (citing *In re Cendant Corp. Litig.*, 264 F.3d 201, 234–35 (3d Cir. 2001)). Further, silence “constitutes tacit consent to the agreement.” *Bell Atl. Corp. v. Bolger*, 2 F.3d 1304, 1313 n.15 (3d Cir. 1993). Finally, a low number of objectors or opt-outs is persuasive evidence that the proposed settlement is fair and adequate. *Serrano v. Sterling Testing Sys., Inc.*, 711 F. Supp 2.d 402, 415 (E.D. Pa. 2010) (citing *In re Cendant*, 264 F.3d at 234–35).

This factor is satisfied as no Settlement Class Members have opted out of settlement, and no objections remain. *See* Azari Decl., ¶ 21; Lynch Decl. ¶ 17.

C. The Stage of the Proceedings and the Amount of Discovery Completed.

The third *Girsh* factor “captures the degree of case development that class counsel [had] accomplished prior to settlement.” *In re Cendant*, 264 F.3d at 235. In assessing this third factor, courts must evaluate the procedural stage of the case at the time of the proposed settlement to assess whether counsel adequately appreciated the merits of the case while negotiating. *See In re*

Warfarin, 391 F.3d at 537. This does not require the parties to complete discovery. *See Tumpa v. IOC-PA, LLC*, No. 3:18-cv-112, 2021 WL 62144, at *8 (W.D. Pa. Jan. 7, 2021) (approving a settlement where the “limited discovery” was sufficient to provide the parties “with an appreciation of the merits of the case”). While the parties did not engage in extensive formal discovery, the informal discovery produced via the mediation process, along with the help of Hon. Diane Welsh (Ret.), provided Class Counsel with the information needed to objectively evaluate the strengths and weaknesses of Plaintiffs’ and Settlement Class Members’ claims. *See Lynch Decl.*, ¶¶ 18, 25. At its current stage, the litigation is ripe for settlement, and, thus, this factor favors final approval.

D. The Risks of Establishing Liability and Damages and the Risks of Maintaining the Class Action through Trial.

The fourth and fifth *Girsh* factors survey the possible risks of litigation in order to balance the likelihood of success and the potential damage award if the case were taken to trial against the benefits of an immediate settlement.” *In re NFL*, 821 F.3d at 439 (citing *In re Prudential*, 148 F.3d at 319).⁴ While Plaintiffs and Class Counsel strongly believe in the merits of the case, they acknowledge the substantial risks they face at summary judgment and at class certification. *See Beck v. Manhattan Coll.*, No. 20 CIV. 3229 (LLS), 2023 WL 4266015, at *3 (S.D.N.Y. June 29, 2023), *appeal withdrawn*, No. 23-1049, 2023 WL 9233971 (2d Cir. Oct. 30, 2023) (granting summary judgment on tuition and fee claims in favor of college); *In re Suffolk Univ. Covid Refund Litig.*, No. CV 20-10985-WGY, 2022 WL 6819485, at *4 (D. Mass. Oct. 11, 2022) (denying

⁴ The risks of maintaining the class action through “measures the likelihood of obtaining and keeping a class certification if the action were to proceed to trial.” *In re Warfarin*, 391 F.3d at 537. “Because class certification is subject to review and modification at any time during the litigation, the uncertainty of maintaining class certification favors settlement,” but warrants only minimal consideration. *In re Nat. Football League Players’ Concussion Inj. Litig.*, 307 F.R.D. 351, 394 (E.D. Pa. 2015) (citing *Zenith Labs., Inc. v. Carter–Wallace, Inc.*, 530 F.2d 508, 512 (3d Cir.1976)).

student motion for class certification). While Plaintiffs and Class Counsel are confident they could overcome any summary judgment motion Penn State could bring and are also confident they could certify a class, Plaintiffs' success is far from certain. Through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all. As such, these factors weigh in favor of final approval.

E. The Ability of Defendant to Withstand a Greater Judgment.

The Seventh *Girsh* factor considers “whether the defendant[s] could withstand a judgment for an amount significantly greater than the settlement.” *In re Warfarin*, 391 F.3d at 537–38. This factor “is most relevant when the defendant’s professed inability to pay is used to justify the amount of the settlement.” *In re NFL*, 821 F.3d at 440. Although Penn State may have the ability to withstand greater judgment, the favorable result here—a \$17 million settlement—compared to the risks and expenses attendant to conducting this litigation and the immediacy of the benefit to Settlement Class Members weigh in favor of settlement. *See In re Linerboard Antitrust Litig.*, 321 F. Supp. 2d 619, 632 (E.D. Pa. 2004) (“[T]he settling defendant’s ability to pay greater amounts [may be] outweighed by the risk that the plaintiffs would not be able to achieve any greater recovery at trial.”). As such, this factor was in favor of final approval.

F. The Range of Reasonable in Light of Best Possible Recovery and All Attendant Risks of Litigation.

In evaluating the eighth and ninth *Girsh* factors, courts ask “whether the settlement represents a good value for a weak case or a poor value for a strong case.” *In re Warfarin*, 391 F.3d at 538. “The factors test two sides of the same coin: reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial.” *Id.* As such, “[t]his inquiry measures the value of the settlement itself to determine whether the decision to settle represents a good value for a relatively weak case or a sell-out of an otherwise

strong case.” *In re Gen. Motors*, 55 F.3d at 813. Given that COVID-19 litigation is a relatively novel area of law, the risk of continued litigation is significant, making the instant Settlement, which provides significant relief to the class now as opposed to years of litigation without the guarantee of recovery, even more reasonable.

IV. THE *PRUDENTIAL* FACTORS ARE SATISFIED

A. Maturity of the Substantive Issues.

“The first [*Prudential*] factor—maturity of the underlying substantive issues—substantially mirrors the third *Girsh* factor, the stage of the proceedings. Under this factor, the advanced development of the record weighs in favor of approval.” *In re Suboxone (Buprenorphine Hydrochloride & Naloxone) Antitrust Litig.*, No. 13-MD-2445, 2024 WL 815503, at *9 (E.D. Pa. Feb. 27, 2024). Here, given Class Counsel’s knowledge of the applicable law in the tuition refund context, the substantive issues in this matter are quite mature. Due to the investigation and discussion throughout the litigation of this Action and the Parties’ mediation before Judge Welsh, both Parties are in a position to fully evaluate their own strengths and weaknesses. This advanced stage lends itself in favor of final approval of the Settlement.

B. The Existence and Probable Outcome of Claims by Other Classes and Subclasses.

Since no class members have elected to be excluded, this factor weighs heavily in favor of approval. *See Azari Decl.*, ¶ 21.

C. The Comparison between the Results Achieved by the Settlement for Individual Class or Subclass Members and the Results Achieved or Likely to be Achieved for Other Claimants

This Settlement is fair and reasonable and provides Penn State students with a favorable per student settlement value. Here, this Settlement’s \$235 per student value is comparable to, if not better than, other tuition refund settlements that have been litigated for years. *See, e.g., Staubus*

v. University of Minnesota et al., No. 27-cv-20-8546 (Minn. Dist. Ct.) (\$3.25 million settlement with a per student recovery of approximately \$60); *Pfeifer et al. v. Loyola University of Chicago*, No. 1:20-cv-03116 (N.D. Ill.) (\$1.375 million settlement with a per student recovery of approximately \$88 per student); *Espejo et al. v. Cornell University*, No. 3:20-cv-00467-MAD-ML (N.D.N.Y.) (\$3 million settlement with a per student recovery of \$115); *Rocchio et al. v. Rutgers, The State University of New Jersey*, No. MID-L-003039-20 (N.J. Super. Ct.) (approximately \$77 per student); *Choi et al. v. Brown University*, No. 1:20-cv-00191 (D.R.I.) (approximately \$155 per student); *Smith v. University of Pennsylvania*, No. 20-2086 (E.D. Pa.) (approximately \$173 per student); *Levin v. Board of Regents of the University of Colorado*, No. 2020cv31409 (Colo. Dist. Ct., Denver Cnty.) (approximately \$75 per student). The recovery here on a per Settlement Class Member basis far exceeds recovery amounts in other comparable class action settlements involving COVID-19 tuition and fee refunds.

Given the risks of litigation, this value is fair and proportional. It is unlikely that Plaintiffs could bring these claims on their own, given the imbalance between the cost of litigation and the limited ability to recover damages. These claims also would be subject to the same defenses outlined above. As such, this *Prudential* factor weighs heavily in favor of final approval.

D. Whether Class or Subclass Members Are Accorded the Right to Opt-Out of the Settlement.

“Factor four considers whether class or subclass members are accorded the right to opt out of the settlement.” *In re Suboxone*, 2024 WL 815503, at *10. Here, after the Court’s Preliminary Approval Order, Notice was provided to the Settlement Class detailing the opt-out procedure and deadline. To date, zero class members have opted out. As such, this *Prudential* factor weighs in favor of final approval.

E. Whether Any Provisions for Attorneys' Fees Are Reasonable

As discussed above, the Settlement's provision for attorneys' fees is reasonable and within the range of attorneys' fee awards commonly awarded in this Circuit, and the Notice specifically advised Settlement Class Members of the attorneys' fees and expenses Class Counsel would request the Court to approve. As such, this *Prudential* factor weighs in favor of final approval.

F. Whether the Procedure for Processing Individual Claims under the Settlement Is Fair and Reasonable.

Under the settlement scheme, the procedure for individual claims is fair and reasonable. Each Settlement Class Member will automatically receive their settlement benefit without the need for Settlement Class Members to take any action. Thus, this *Prudential* factor weighs in favor of final approval.

V. THE MANNER OF DISTRIBUTION OF THE NET SETTLEMENT FUND IS FAIR AND ADEQUATE.

The standard for approval of a proposed distribution of settlement funds to a class is the same as the standard for approving the settlement itself, *i.e.*, that the distribution plan is fair, reasonable, and adequate. *See In re Suboxone*, 2024 WL 815503, at *11. "In general, a plan of allocation that reimburses class members based on the type and extent of their injuries is reasonable." *Id.* (citation omitted); *see also Bradburn Parent Teacher Store, Inc. v. 3M (Minnesota Mining and Manufacturing Company)*, 513 F. Supp. 2d 322, 335 (E.D. Pa. 2007) (approving as reasonable a distribution plan that allocated settlement funds to class members based upon their *pro rata* share of the class's total transparent tape purchases during the damage period, net of invoice adjustments and rebates paid as of the date of the settlement).

Plaintiffs and Class Counsel believe that the proposed manner of distribution is fair and reasonable and respectfully submit it should be approved by the Court. Indeed, as noted above, the manner of distribution treats the Settlement Class equitably; each Settlement Class Members will

automatically receive their equal share (aside from those who withdrew from Spring 2020 semester early for medical reasons, as discussed above) of the Settlement Benefit, without the need for taking any action. Notably, there have been no objections to the distribution proposal, which supports approval of the distribution plan.

VI. THE COURT SHOULD FINALLY CERTIFY THE SETTLEMENT CLASS FOR PURPOSES OF EFFECTUATING THE SETTLEMENT.

In their motion for preliminary approval of the settlement, Plaintiffs requested that the Court certify the Settlement Class for settlement purposes only so that notice of the Settlement, the Final Approval Hearing, and the rights of Settlement Class Members to object to the Settlement and request exclusion from the Settlement Class could be issued. For purposes of effectuating this Settlement, the Court should finally certify the Settlement Class. As mentioned in the Court's Order, dated October 8, 2024, the Court preliminarily certified the proposed class (Dkt. No. 93).

The class, as preliminary certified is:

All enrolled students at Penn State, including all Commonwealth campuses and branch locations, during the Spring 2020 semester who paid tuition and/or fees and who were registered for at least one in-person class at the beginning of the Spring 2020 semester.

Id. at ¶ 5. Since the Court's entry of the Preliminary Approval Order, nothing has changed to alter the propriety of the Court's preliminary certification of the Settlement Class for settlement purposes. Lynch Decl., ¶ 13. Thus, for all of the reasons stated in Plaintiffs' Motion for Preliminary Approval (Dkt. No. 90) (incorporated herein by reference), Plaintiffs respectfully request that the Court affirm its preliminary certification and finally certify the Settlement Class for purposes of carrying out the settlement pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3) and make a final appointment of Plaintiffs as the class representatives and Class Counsel as class counsel.

VII. NOTICE TO THE SETTLEMENT CLASS SATISFIES THE REQUIREMENTS OF RULE 23 AND DUE PROCESS.

Rule 23 requires that notice of a settlement be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort,” Fed. R. Civ. P. 23(c)(2)(B), and that it be directed to class members in a “reasonable manner.” Fed. R. Civ. P. 23(e)(1)(B). Notice of a settlement satisfies Rule 23(e) and due process where it is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *In re NFL*, 821 F.3d at 435 (citation omitted). The Third Circuit has also explained that “[g]enerally speaking, the notice should contain sufficient information to enable class members to make informed decisions on whether they should take steps to protect their rights, including objecting to the settlement or, when relevant, opting out of the class.” *In re Baby Prod. Antitrust Litig.*, 708 F.3d 163, 180 (3d Cir. 2013).

Here, the Notice and the method used to disseminate the Notice to Potential Settlement Class Members satisfy these standards. The Court-approved Notice amply informed Settlement Class Members of, among other things: (i) the pendency of the Action; (ii) the nature of the Action and the Settlement Class’s claims; (iii) the essential terms of the Settlement; (iv) the proposed manner of distribution of the Net Settlement Fund; (v) Settlement Class Members’ rights to request exclusion from the Settlement Class or object to the Settlement, the manner of distribution, or the requested attorneys’ fees or expenses; (vi) the binding effect of a judgment on Settlement Class Members; and (vii) information regarding Class Counsel’s motion for an award of attorneys’ fees and expenses and Case Contribution Award for Plaintiffs. The Notice also provides specific information regarding the date, time, and place of the Final Approval Hearing, and sets forth the procedures and deadlines for: (i) requesting exclusion from the Settlement Class; and (ii) objecting

to any aspect of the Settlement, including the proposed distribution plan and the request for attorneys' fees and expenses and cash awards for Plaintiffs.

Settlement Class Members were mailed and/or emailed notices after a thorough email validation process. *See* Azari Decl., ¶¶ 10-14. Epiq sent 80,817 emails to all identified Settlement Class Members. *Id.*, ¶ 11. The 6,040 Settlement Class Members whose email addresses were undeliverable received Notice via first-class mail. *See id.*, ¶ 13. In total, 99.9% of the Settlement Class received notice of the proposed Settlement. *See id.*, ¶ 17.

Additionally, a settlement-specific website was created where key settlement documents were posted, including the Long Form Notice. *See id.*, ¶ 18. Furthermore, a toll-free telephone number has been set up to respond to frequently asked questions and Class Member inquiries. *Id.*, ¶ 19. Settlement Class Members had until January 6, 2025, to object to the Settlement or request exclusion from the Settlement Class. To date, there have been zero opt-outs and no remaining objections among class members. *See* Azari Decl., ¶ 21; Lynch Decl. ¶ 17.

Notice programs, such as the one deployed by Class Counsel, have been approved as adequate under the Due Process Clause and Rule 23. *See In re CertainTeed*, 269 F.R.D. 468. And, in other COVID-19 refund actions against other universities, substantially similar methods of notice have been approved. *See, e.g., Wright v. S. New Hampshire Univ.*, No. 20-cv-609-LM, 2021 WL 1617145, at *2 (D.N.H. Apr. 26, 2021); *see also Rosado v. Barry Univ., Inc.*, No. 1:20-cv-21813-JEM, Order, (S.D.N.Y. Mar. 30, 2021). For these reasons, Notice satisfied the requirements of Rule 23 and due process.

CONCLUSION

The \$17 million Settlement obtained by Plaintiffs and Class Counsel represent an excellent recovery for the Settlement Class, particularly in light of the significant litigation risks the Settlement Class faces, including the very real risk of the Settlement Class receiving no recovery

at all. For the foregoing reason, Plaintiffs respectfully request that the Court finally approve the proposed Settlement and the proposed manner of distribution of the Net Settlement Fund as fair, reasonable, and adequate.

Dated: February 7, 2025

Respectfully submitted,

/s/ Gary F. Lynch

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Class*

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF PENNSYLVANIA**

BENJAMIN RAMEY, JEFFREY BINET, and
TYLER THOMSON, *on behalf of themselves and
all others similarly situated,*

Case No. 2:20-cv-00753-RJC

Plaintiffs,

v.

THE PENNSYLVANIA STATE UNIVERSITY,

Defendant.

**DECLARATION OF GARY F. LYNCH IN SUPPORT OF PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Gary F. Lynch, declare as follows:

1. I am a partner in the law firm of Lynch Carpenter LLP and am counsel of record for Plaintiffs Benjamin Ramey, Jeffrey Binet, and Tyler Thomson (“Plaintiffs”) and the conditionally-certified Settlement Class, along with Nicholas A. Colella of Lynch Carpenter, LLP, Paul J. Doolittle of Poulin | Willey | Anastopoulo, LLC; and Joseph I. Marchese and Sarah Westcot of Bursor & Fisher, P.A., in the above captioned matter against Defendant The Pennsylvania State University (“Defendant” or “Penn State”). I am personally involved in the prosecution of this matter.

2. The team of Class Counsel attorneys involved in the resolution of this matter possess extensive experience litigating complex class actions.

3. I have been involved in this Action from the filing of the Complaint through its resolution.

4. I make this Declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement (“Plaintiffs’ Motion”), which seeks final approval of the Settlement Agreement.

5. The matters set forth herein are stated with my personal knowledge.

6. Class Counsel, on behalf of Plaintiffs and the proposed Settlement Class, have negotiated a settlement of all claims against Defendant for its transition to online only learning following the Covid-19 pandemic.

7. I am submitting this declaration to put before the Court certain documents and facts supporting final approval of the Settlement and demonstrating that the requirements of Federal Rule of Civil Procedure 23 are satisfied for purposes of finally certifying the Settlement Class and that the proposed Settlement is fair, reasonable, and adequate.

8. In my view, the Settlement represents an excellent result that will provide significant benefits to the Settlement Class Members while removing the risk and delay associated with further litigation.

9. The Settlement Amount consisting of cash in the amount of seventeen million U.S. Dollars (\$17,000,000), less Court-approved attorneys' fees and expenses, costs of settlement administration, and Case Contribution Awards for the Plaintiffs, shall be for the benefit of the Settlement Class Members.

10. I recommend the proposed Settlement is an excellent result in light of the factual and legal risks of continued litigation. In recommending the Settlement as fair, reasonable, and adequate, Class Counsel has considered, among other things, the events underlying Plaintiffs' claims and the possible defenses to those claims, as well as the information gleaned by the extensive exchange of information conducted by the Parties in this case.

11. All of this information provided us with a thorough understanding of the strengths and weaknesses of Plaintiffs' claims and the risks associated with further litigation.

12. In short, Class Counsel believes that this Settlement is fair and reasonable because it provides a substantial monetary recovery weighed against the risks of proceeding with litigation.

13. There have been no material changes in circumstances which impact Plaintiffs' assessment of the suitability of the proposed classes for certification since the Court granted preliminary approval.

CLASS COUNSEL BELIEVES THAT THE PROPOSED SETTLEMENT SATISFIES THE APPLICABLE FACTORS CONSIDERED BY COURTS IN THE THIRD CIRCUIT WHEN REVIEWING PROPOSED CLASS ACTION SETTLEMENTS

14. Before agreeing to the proposed Settlement, Class Counsel assessed the merits using various factors typically used by counsel in this type of case including the factors used by courts in the Third Circuit to assess proposed class action settlements.

15. Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate when the applicable factors are considered. Those factors include: (1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

16. The complexity, expense, and likely duration of the litigation, justify final approval of the Settlement.

17. There have been two objections to the settlement, and no requests to opt-out of the Settlement. Both objections have since been withdrawn. *See* Exhibits A, B. Further, Plaintiffs support the proposed Settlement.

18. The stage of the proceedings and the amount of discovery completed justifies approval of the Settlement. Defendant has answered Plaintiffs' Complaint and has effectively denied all of Plaintiffs' allegations. The Parties conducted informal discovery and exchanged relevant information prior to and during the course of the settlement discussions. Finally, the Parties engaged in a mediation session before Hon. Diane M. Welsh (Ret.).

19. The risks of establishing liability and damages also counsel in favor of approval of the Settlement. Defendant has vigorously contested liability throughout the course of this Action, would almost certainly have contested class certification, and would have affirmatively moved for summary judgment. Thus, certification, liability, and damages would have remained highly contested issues had the settlement not been reached by the Parties.

20. The risks of maintaining the class action through the trial justifies approval of the Settlement as well. As noted above, Defendant likely would have contested certification of the Settlement Class and damages on a class-wide basis. The risks associated with maintaining a certified class therefore support Settlement.

21. The range of reasonableness of the settlement fund in light of the best possible recovery and all the attendant risks of litigation strongly favors approval of the Settlement. Here, the Settlement provides for each Settlement Class Member to receive real monetary relief.

22. The proposed Settlement treats Settlement Class Members equitably relative to each other. Settlement Class Members who withdrew from Penn State for medical reasons after March 16, 2020, but before the conclusion of the Spring 2020 semester, and received a refund of

tuition, will receive fifty dollars (\$50) from the Net Settlement Fund. The remainder of the Net Settlement Fund will be distributed equally to all other Settlement Class Members.

23. Class Counsel is aware of no evidence of fraud or collusion behind the Settlement. Instead, this Settlement was the product of extensive negotiations between experienced counsel under the supervision of respected mediator Judge Welsh. The final parameters of the proposed Settlement were negotiated amongst counsel at arm's-length with the assistance of this mediation, and those discussions took several months.

24. Class Counsel have developed a comprehensive understanding of the merits of the case through our work on the Action. In our view, when we agreed to the proposed Settlement, we had sufficient information about the strengths and weaknesses of the claims and defenses, as well as Defendant's financial condition, to make a reasoned judgment about the desirability of settling the case according to the terms proposed.

25. In Class Counsel's view, the stage of litigation and amount of discovery weigh in favor of final approval of the Settlement.

CONCLUSION

Plaintiffs and Class Counsel respectfully submit that the Settlement is an excellent result for the Settlement Class in this case. Class Counsel recommends that the Settlement is fair, reasonable, and adequate, and requests that this Court grant final approval to the Settlement Agreement and approve dissemination of the Settlement Amount.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 7, 2025
in Pittsburgh, Pennsylvania

/s/ Gary F. Lynch
Gary F. Lynch

Exhibit A

Shuaipeng Dong
21104 Archstone Way APT 204, Germantown, MD 20876
(814)826-5214
dongshuaipeng.frank@gmail.com
Feb 05, 2025

I wish to withdraw my previously filed objection in this case.

Shuaipeng Dong

Shuaipeng Dong

2/5/2025

Exhibit B

Wentao Wang
1100 W Aaron DR APT I3
8148828567
jackwangwt@gmail.com
2/4/2025

Clerk of the Court
United States District Court for the Western District of Pennsylvania
Joseph F. Weis, Jr. U.S. Courthouse
700 Grant Street
Pittsburgh, PA 15219
Ramey v. The Pennsylvania State University Settlement Administrator
P.O. Box 2835
Portland, OR 97208-2835
Nicholas A. Colella
LYNCH CARPENTER LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
Joseph I. Marchese
BURSOR & FISHER, P.A.
1330 Avenue of the Americas
New York, NY 10019
Paul J. Doolittle
POULIN | WILLEY | ANASTOPOULO, LLC
32 Ann Street
Charleston, SC 29403
Aaron Healey
JONES DAY
250 Vesey Street
New York, NY 10281

Re: Objection to Proposed Settlement in Ramey v. The Pennsylvania State University
Dear Clerk of the Court and Counsel,

I wish to withdraw my previously filed objection in this case.

Sincerely,
Wentao Wang

A handwritten signature in black ink, appearing to be 'Wentao Wang', written in a cursive style.

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

BENJAMIN RAMEY, JEFFREY BINET, and
TYLER THOMSON, on behalf of themselves and
all others similarly situated,

PLAINTIFFS,

v.

THE PENNSYLVANIA STATE UNIVERSITY,

DEFENDANT.

Case No. 2:20-cv-00753-RJC

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION
OF NOTICE PROGRAM**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.
3. I am a Senior Vice President of Epiq Class Action and Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications, a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft Notifications is a business unit of Epiq. References to Epiq in this declaration include Hilsoft Notifications.
4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq.

OVERVIEW

5. This declaration describes the successful implementation of the Settlement Notice Program (“Notice Program”) and notices (the “Notice” or “Notices”) for *Ramey v. The Pennsylvania State University*, Case No. 2:20-cv-00753, in the United States District Court for the

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION OF
NOTICE PROGRAM

Western District of Pennsylvania. I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Program* (“Notice Program Declaration”) on September 3, 2024, which described the Notice Program, detailed Hilsoft’s class action notice experience, and attached Hilsoft’s *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

NOTICE PROGRAM METHODOLOGY

6. Federal Rules of Civil Procedure, Rule 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The Notice Program as implemented satisfied these requirements.

7. This Notice Program as designed and implemented reached the greatest practicable number of Settlement Class Members. The Notice Program’s individual notice efforts via email and/or mail to identified Settlement Class Members reached approximately 99% of the Settlement Class. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Program was consistent with other court-approved notice plans, was the best notice practicable under the circumstances of this case, and satisfied the requirements of due process, including its “desire to actually inform” requirement.²

CAFA NOTICE

8. On September 13, 2024, Epiq sent 58 CAFA Notice Packages (“CAFA Notice”). The CAFA Notice was mailed via United States Postal Service (“USPS”) Priority Mail to 54 officials (the Attorneys General of 47 states, the District of Columbia, and the United States

¹ Fed. R. Civ. P. 23(c)(2)(B).

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

Territories, as well as the Pennsylvania Department of Education). Per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the CAFA Notice was sent to the Nevada, New York, and Connecticut Attorneys General electronically via email. The CAFA Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA Notice mailing are provided in the *Declaration of Kyle S. Bingham on Implementation of CAFA Notice*, dated September 13, 2024, which is included as **Attachment 1**.

NOTICE PROGRAM DETAIL

9. On October 8, 2024, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Order Granting Plaintiffs’ Unopposed Motion to Preliminarily Approve Class Action Settlement, Certify the Class, Appoint Class Counsel, Approve Proposed Class Notice, and Schedule a Final Approval Hearing* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved and certified, for settlement purposes, the following “Settlement Class”:

All enrolled students at Penn State, including all Commonwealth campuses and branch locations, during the Spring 2020 semester who paid tuition and/or fees and who were registered for at least one in-person class at the beginning of the Spring 2020 semester.

Excluded from the Settlement Class is any person who properly executes and files a timely opt-out request to be excluded from the Settlement Class.

NOTICE PROGRAM

Individual Notice

10. On October 21, 2024, Epiq received one data file with 72,367 Settlement Class Member records, which included names, last known personal email addresses, and permanent postal addresses (the “Class List”). Epiq deduplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database for this Settlement. These efforts resulted in 72,366 unique, identified Settlement Class Member records. An Email Notice was sent to all identified Settlement Class Members for whom a valid email address was available,

and a Postcard Notice was sent via USPS first class mail to all identified Settlement Class Members with an associated physical address for whom a valid email address was not available, or for whom the Email Notice was returned as undeliverable after several attempts. The Email Notice and Postcard Notice clearly described the Settlement and the legal rights of the Settlement Class Members. In addition, the Email Notice and Postcard Notice directed the recipients to a Settlement Website for additional information.

Individual Notice – Email

11. On November 22, 2024, Epiq sent 80,817 Email Notices to all identified Settlement Class Members for whom a valid email address was available (some identified Settlement Class Members had multiple email addresses and an Email Notice was sent to each email address). The following industry standard best practices were followed for the Email Notice efforts. The Email Notices were drafted in such a way that the subject line, the sender, and the body of the message overcame SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notices used an embedded html text format. This format provided easy-to-read text without graphics, tables, images and other elements that in our experience would have increased the likelihood that the message would have been blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of communication. The Email Notices were sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was transmitted with a digital signature to the header and content of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from our authorized mail servers. Each Email Notice was also transmitted with a unique message identifier. The Email Notices included an embedded link to the Settlement Website. By clicking the link, recipients were able to access the Long Form Notice and other information about the Settlement. The Email Notice is included as **Attachment 2**.

12. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For any Email Notice for which a bounce code

was received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email.

Individual Notice – Direct Mail

13. Commencing on November 22, 2024, Epiq sent 6,040 Postcard Notices to all identified Settlement Class Members with an associated physical address for whom a valid email address was not available, or for whom the Email Notice was returned as undeliverable after several attempts. The Postcard Notice was sent via USPS first class mail. In addition, the Postcard Notice also directed the recipients to the Settlement Website where they could access the Long Form Notice and additional information about the Settlement. The Postcard Notice is included as **Attachment 3**.

14. Prior to sending the Postcard Notices, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure Settlement Class Member address information was up-to-date and accurately formatted for mailing.³ In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and was verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

15. The return address on the Postcard Notices is a post office box that Epiq maintains for this Action. The USPS automatically forwarded Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable are re-mailed to any new address available through USPS information, (for example, to the address

³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated), and to better addresses that are found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices are promptly remailed.

16. Additionally, a Long Form Notice was mailed to all persons who requested one via the toll-free telephone number or other means. As of February 7, 2025, Epiq has mailed 134 Long Form Notices as a result of such requests. The Long Form Notice is included as **Attachment 4**.

Notice Results

17. As of February 7, 2025, an Email Notice and/or Postcard Notice was delivered to 72,288 of the 72,366 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 99% of the identified Settlement Class Members.

Settlement Website

18. On November 21, 2024, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.PennStateTuitionRefundSettlement.com). Relevant documents are posted on the Settlement Website, including the Long Form Notice, Preliminary Approval Order, Settlement Agreement, and other case-related documents. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members are also able to update their address, and elect a payment selection for their preferred payment method on the Settlement Website. The Settlement Website address was prominently displayed in all notice documents. As of February 7, 2025, there have been 21,922 unique visitor sessions to the Settlement Website, and 55,563 web pages have been presented.

Toll-Free Telephone Number

19. On November 21, 2024, Epiq established a toll-free telephone number (1-888-884-4079) to allow Settlement Class Members to call for additional information. Callers can hear an introductory message, have the option to learn more about the Settlement in the form of recorded answers to FAQs, and request that a Long Form Notice be mailed to them. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of February 7, 2025, there have been 430 calls to the toll-free telephone number representing 1,155 minutes of use.

20. A postal mailing address was established and continues to be available, allowing Settlement Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion and Objection

21. The deadline to request exclusion from the Settlement or to object to the Settlement was January 6, 2025. As of February 7, 2025, Epiq has not received any requests for exclusion. As of February 7, 2025, Epiq is aware of two objections to the Settlement, which do not pertain to notice or notice administration.

Distribution Options

22. The Notices provided a detailed summary of the relevant information about the Settlement, including that each Settlement Class Member who does not request exclusion from the Settlement will receive a payment automatically. The Notices also included the Settlement Website address and information on how Settlement Class Members can choose to file an Election Form online or by mail to update their address, and/or elect to receive a digital payment (with various payment options) instead of a traditional paper check.

CONCLUSION

23. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be

designed to reach the greatest practicable number of potential class members and, that the notice or notice program provide class members with easy access to the details of how the class action may impact their rights. All of these requirements were met in this case.

24. The Notice Program individual notice efforts via email and/or mail to identified Settlement Class Members reached approximately 99% of the Settlement Class Members. The reach was further enhanced by a Settlement Website. The FJC’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide, which is relied upon for federal cases, states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”⁴ Here, we have developed and implemented a Notice Program that readily achieved a reach beyond the high end of that standard.

25. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Class, and (b) to ensure that notice is reasonably calculated to do so.

- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

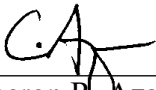
26. The Notice Program provided the best notice practicable under the circumstances, conformed to all aspects of Federal Rule of Civil Procedure 23 regarding notice, comported with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and

⁴ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

applicable FJC materials, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

27. The Notice Program schedule afforded enough time to provide full and proper notice to the Settlement Class Members before any opt-out and objection deadlines.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 7, 2025.



Cameron R. Azari, Esq.

Attachment 1

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

BENJAMIN RAMEY, JEFFREY BINET, and
TYLER THOMSON, on behalf of themselves and
all others similarly situated,

PLAINTIFFS,

v.

THE PENNSYLVANIA STATE UNIVERSITY,

DEFENDANT.

Case No. 2:20-cv-00753-RJC

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 500 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendant The Pennsylvania State University, 58 federal and state officials (the Attorney General of the United States and the Attorneys General of each of the 50 states, the District of Columbia, and the United States Territories, as well as the Pennsylvania Department of Education) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq’s list were verified, then run through the Coding Accuracy Support System (“CASS”) maintained by the United States Postal Service (“USPS”).¹

7. On September 13, 2024, Epiq sent 58 CAFA Notice Packages (“Notice”). The Notice was mailed via USPS Priority Mail to 54 officials (the Attorneys General of 47 states, the District of Columbia, and the United States Territories, as well as the Pennsylvania Department of Education). As per the direction of the Office of the Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Nevada, New York, and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

- a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
 - Burgos Class Action Complaint (filed April 20, 2020);
 - Thomson Class Action Complaint (filed April 30, 2020);
 - Ramey Class Action Complaint (filed May 26, 2020);
 - First Amended Class Action Complaint (filed August 20, 2020); and
 - Second Amended Class Action Complaint (filed October 6, 2023).
- b. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
 - Short Form Notice (*Exhibit A-1 to the Stipulation of Settlement*); and
 - Long Form Notice (*Exhibit A-2 to the Stipulation of Settlement*).
- c. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents were included:
 - Plaintiffs’ Unopposed Motion to Preliminarily Approve Class Action Settlement, Certify the Class, Appoint Class Counsel, Approve Proposed Class Notice, and Schedule a Final Approval Hearing;
 - Memorandum of Law in Support of Plaintiffs’ Motion to Preliminarily Approve Class Action Settlement, Certify the Class, Appoint Class Counsel, Approve Proposed Class Notice, and Schedule a Final Approval Hearing;
 - Stipulation of Settlement;
 - [Proposed] Order Granting Plaintiffs’ Unopposed Motion to Preliminarily Approve Class Action Settlement, Certify the Class, Appoint Class Counsel, Approve Proposed Class Notice, and Schedule a Final Approval Hearing (*Exhibit A to the Stipulation of Settlement*); and
 - Stipulation Regarding Undertaking Re: Attorneys’ Fees, Costs and Expenses (*Exhibit B to the Stipulation of Settlement*).
- d. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** A Geographic Analysis of potential Class Members was included on the CD.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
September 13, 2024.


KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List

USPS Priority Mail

Appropriate Official	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	500 South Second Street		Springfield	IL	62701
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Russell Coleman	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Liz Murrill	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212	525 W. Ottawa St.	Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Andrew Bailey	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Michelle A. Henry	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrametti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Sean D Reyes	Utah State Complex	350 North State Street Ste 230	Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrissey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Department of Legal Affairs	Fainu'ulei Falefatu Ala'ilima-Utu	3rd Floor PO Box 10007	Territory of American Samoa	Pago Pago	AS	96799
Attorney General Office of Guam	Douglas Moylan	ITC Bldg.	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
Office of the Attorney General	Edward Manibusan	PO Box 10007		Saipan	MP	96950
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Gordon C. Rhea	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802
Department of Education	Dr. Khalid N. Mumin	333 Market Street		Harrisburg	PA	17120

Email

Appropriate Official	Contact Format	State
Office of the Attorney General for Connecticut	All documents sent to CT AG at their dedicated CAFA email inbox.	CT
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV
Office of the Attorney General for New York	All documents sent to NY AG at their dedicated CAFA email inbox.	NY

UPS

Appropriate Official	FullName	Address1	Address2	City	State
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC

Attachment 2

CAFA NOTICE ADMINISTRATOR

HILSOFT NOTIFICATIONS
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

September 13, 2024

VIA UPS OR USPS PRIORITY MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Defendant The Pennsylvania State University relating to the proposed settlement of a class action lawsuit.

- **Case:** *Ramey v. The Pennsylvania State University*, Case No. 2:20-cv-00753-RJC.
- **Court:** United States District Court for the Western District of Pennsylvania.
- **Defendant:** The Pennsylvania State University.
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:
 1. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
 - Burgos Class Action Complaint (filed April 20, 2020);
 - Thomson Class Action Complaint (filed April 30, 2020);
 - Ramey Class Action Complaint (filed May 26, 2020);
 - First Amended Class Action Complaint (filed August 20, 2020); and
 - Second Amended Class Action Complaint (filed October 6, 2023).
 2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has not scheduled a preliminary approval hearing or a final approval hearing or any other judicial hearing concerning the settlement agreement at this time.
 3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
 - Short Form Notice (*Exhibit A-1 to the Stipulation of Settlement*); and
 - Long Form Notice (*Exhibit A-2 to the Stipulation of Settlement*).
 4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:

CAFA NOTICE ADMINISTRATOR

HILSOFT NOTIFICATIONS
10300 SW Allen Blvd
Beaverton, OR 97005
P 503-350-5800
DL-CAFA@epiqglobal.com

- Plaintiffs' Unopposed Motion to Preliminarily Approve Class Action Settlement, Certify the Class, Appoint Class Counsel, Approve Proposed Class Notice, and Schedule a Final Approval Hearing;
 - Memorandum of Law in Support of Plaintiffs' Motion to Preliminarily Approve Class Action Settlement, Certify the Class, Appoint Class Counsel, Approve Proposed Class Notice, and Schedule a Final Approval Hearing;
 - Stipulation of Settlement;
 - [Proposed] Order Granting Plaintiffs' Unopposed Motion to Preliminarily Approve Class Action Settlement, Certify the Class, Appoint Class Counsel, Approve Proposed Class Notice, and Schedule a Final Approval Hearing (*Exhibit A to the Stipulation of Settlement*); and
 - Stipulation Regarding Undertaking Re: Attorneys' Fees, Costs and Expenses (*Exhibit B to the Stipulation of Settlement*).
5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** There are no other Settlements or Agreements between the parties.
 6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.
 7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** A Geographic Analysis of potential Class Members is included on the enclosed CD.
 8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

Attachment 2

UNIQUE ID: [REDACTED]

PIN: [REDACTED]

PLEASE READ THIS NOTICE CAREFULLY. If you were enrolled as a student at The Pennsylvania State University (“Penn State” or “University”), including all Commonwealth campuses and branch locations, during the Spring 2020 semester, were registered for at least one in-person class during the Spring 2020 semester and paid tuition and/or fees, you may be eligible to receive a payment as part of a proposed settlement of *Ramey et al. v. The Pennsylvania State University*, Civil Action No. 2:20-cv-00753-RJC (W.D. Pa.) (the “Action”).

In this Action, Plaintiffs alleged Penn State breached a contract or was unjustly enriched when it transitioned to remote learning in response to the COVID-19 pandemic during the Spring 2020 semester. Penn State denies all allegations of wrongdoing and there has been no finding of liability in any court. However, considering the interest of both Penn State and its students in prompt resolution of the matter, Penn State and Plaintiffs have agreed that Penn State will pay \$17,000,000.00 into a Settlement Fund to resolve the Action.

Am I a Class Member? If you were a student enrolled at Penn State, including all Commonwealth campuses and branch locations, during the Spring 2020 semester, and paid tuition and/or fees to attend at least one in-person class, then you are part of the proposed settlement class (a “Settlement Class Member”). **If you are a Settlement Class Member, you do not have to do anything to participate in and receive the benefits of the proposed Settlement.**

How Do I Get a Payment? Your payment will be sent automatically by First-Class U.S. Mail to your last known permanent postal address on file with Penn State. Class Members will also have the option to visit the Settlement Website at www.PennStateTuitionRefundSettlement.com to choose one or more of the following selections: (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These actions must be taken no later than forty-five (45) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing currently scheduled for **February 18, 2025 at 1:30 p.m. EST.**

By participating in the proposed Settlement, you release your right to bring any claim covered by the proposed Settlement, including bringing any claim related to Penn State’s transition to remote learning during the Spring 2020 semester, or joining any other action against Penn State related to Penn State’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 Benefit, and you do not want to be bound by any judgment entered in this case—you may exclude yourself by mailing a signed opt-out request to the Settlement Administrator, which must be postmarked no later than **January 6, 2025**. If you instead want to object to this proposed Settlement because you think it is not fair, adequate, or reasonable, you may submit an objection, which must be postmarked no later than **January 6, 2025**. Please follow the detailed instructions outlined in the Long Form Notice and the Settlement Agreement, which can both be found at www.PennStateTuitionRefundSettlement.com, to properly opt-out from, or object to, the proposed Settlement.

What Happens Next? The Court has preliminarily approved the proposed Settlement, but the distribution of payments will occur only if the Court grants final approval of the proposed Settlement. The Final Approval Hearing in this case is scheduled for **February 18, 2025 at 1:30 p.m. EST**. 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) award to the Settlement Class Representatives for their service in this litigation; and (2) Class Counsel’s requested attorneys’ fees, which will not exceed thirty-three and one-third percent (33.33%) of the Settlement Fund and will be posted on the Settlement Website after **December 23, 2024**, and reimbursement for litigation costs.

You are encouraged to review the Long Form Notice. To review the Long Form Notice, review other important documents, including the Settlement Agreement, and obtain more information about the proposed Settlement, please visit www.PennStateTuitionRefundSettlement.com.

If you have any questions, you can contact Class Counsel: Nicholas A. Colella at Lynch Carpenter, LLP, (412) 322-9243; Joseph I. Marchese at Bursor & Fisher, P.A., (646) 837-7150; or Paul J. Doolittle at Poulin | Willey | Anastopoulo, LLC, (843) 614-8888.

You can also contact the Settlement Administrator by calling toll-free 1-888-884-4079, or by emailing info@PennStateTuitionRefundSettlement.com.

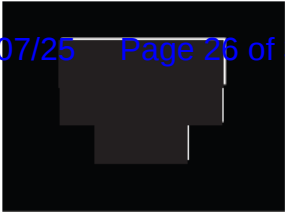
**PLEASE DO NOT CONTACT THE COURT OR PENN STATE
CONCERNING THIS NOTICE OR THE PROPOSED SETTLEMENT**

AK708 v.02



Attachment 3

**PENN STATE TUITION REFUND
SETTLEMENT ADMINISTRATOR
P.O. BOX 2835
PORTLAND, OR 97208**



FIRST-CLASS MAIL
U.S. POSTAGE
PAID
Portland, OR
PERMIT NO. 2882



PLEASE READ THIS NOTICE CAREFULLY. If you were enrolled as a student at The Pennsylvania State University (“Penn State” or “University”), including all Commonwealth campuses and branch locations, during the Spring 2020 semester, were registered for at least one in-person class during the Spring 2020 semester and paid tuition and/or fees, you may be eligible to receive a payment as part of a proposed settlement of *Ramey et al. v. The Pennsylvania State University*, Civil Action No. 2:20-cv-00753-RJC (W.D. Pa.) (the “Action”).

In this Action, Plaintiffs alleged Penn State breached a contract or was unjustly enriched when it transitioned to remote learning in response to the COVID-19 pandemic during the Spring 2020 semester. Penn State denies all allegations of wrongdoing and there has been no finding of liability in any court. However, considering the interest of both Penn State and its students in prompt resolution of the matter, Penn State and Plaintiffs have agreed that Penn State will pay \$17,000,000.00 into a Settlement Fund to resolve the Action.

Am I a Class Member? If you were a student enrolled at Penn State, including all Commonwealth campuses and branch locations, during the Spring 2020 semester, and paid tuition and/or fees to attend at least one in-person class, then you are part of the proposed settlement class (a “Settlement Class Member”). **If you are a Settlement Class Member, you do not have to do anything to participate in and receive the benefits of the proposed Settlement.**

How Do I Get a Payment? Your payment will be sent automatically by First-Class U.S. Mail to your last known permanent postal address on file with Penn State. Class Members will also have the option to visit the Settlement Website at www.PennStateTuitionRefundSettlement.com to choose one or more of the following selections: (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These actions must be taken no later than forty-five (45) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing currently scheduled for February 18, 2025 at 1:30 p.m. EST.

By participating in the proposed Settlement, you release your right to bring any claim covered by the proposed Settlement, including bringing any claim related to Penn State’s transition to remote learning during the Spring 2020 semester, or joining any other action against Penn State related to Penn State’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 Benefit, and you do not want to be bound by any judgment entered in this case—you may exclude yourself by mailing a signed opt-out request to the Settlement Administrator, which must be postmarked no later than **January 6, 2025**. If you instead want to object to this proposed Settlement because you think it is not fair, adequate, or reasonable, you may submit an objection, which must be postmarked no later than **January 6, 2025**. Please follow the detailed instructions outlined in the Long-Form Notice and the Settlement Agreement, which can both be found at www.PennStateTuitionRefundSettlement.com, to properly opt out from, or object to, the proposed Settlement.

What Happens Next? The Court has preliminarily approved the proposed Settlement, but the distribution of payments will occur only if the Court grants final approval of the proposed Settlement. The Final Approval Hearing in this case is scheduled for February 18, 2025 at 1:30 p.m. EST. 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 for their service in this litigation; and (2) Class Counsel’s requested attorneys’ fees, which will not exceed thirty-three and one-third percent (33.33%) of the Settlement Fund and will be posted on the Settlement Website after December 23, 2024, and reimbursement for litigation costs.

You are encouraged to review the Long-Form Notice. To review the Long-Form Notice, review other important documents, including the Settlement Agreement, and obtain more information about the proposed Settlement, please visit www.PennStateTuitionRefundSettlement.com.

If you have any questions, you can contact Class Counsel: Nicholas A. Colella at Lynch Carpenter, LLP, (412) 322-9243; Joseph I. Marchese at Bursor & Fisher, P.A., (646) 837-7150; or Paul J. Doolittle at Poulin | Willey | Anastopoulos, LLC, (843) 614-8888.

You can also contact the Settlement Administrator by calling toll-free 1-888-884-4079, or by emailing info2@PennStateTuitionRefundSettlement.com.

AK7852 v.03

**PLEASE DO NOT CONTACT THE COURT OR PENN STATE
CONCERNING THIS NOTICE OR THE PROPOSED SETTLEMENT**

Attachment 4

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

Ramey et al. v. The Pennsylvania State University, Case No. 2:20-cv-00753-RJC (W.D. Pa.)

ATTENTION: ALL STUDENTS ENROLLED AT THE PENNSYLVANIA STATE UNIVERSITY, INCLUDING ALL COMMONWEALTH CAMPUSES AND BRANCH LOCATIONS, WHO PAID TUITION AND/OR FEES FOR THE SPRING 2020 SEMESTER BUT HAD THEIR IN-PERSON CLASS(ES) MOVED TO ONLINE LEARNING

The United States District Court for the Western District of Pennsylvania has authorized this notice. It is not a solicitation from a lawyer. You are not being sued. If you have received a notice of this lawsuit in the mail or by email, you have been identified as a person who is or may be a member of the Potential 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 a student enrolled at Penn State, including all commonwealth campuses and branch locations, during the Spring 2020 semester and paid tuition and/or fees to attend at least one in-person class, then you are part of the proposed Potential Settlement Class (a “Potential 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—students at Penn State during the Spring 2020 semester—against Penn State on behalf of a putative class who paid tuition and/or fees for the Spring 2020 semester. The case is captioned *Ramey et al. v. The Pennsylvania State University*, Case No. 2:20-cv-00753-RJC (W.D. Pa.) (the “Action”).

In this Action, Plaintiffs allege Penn State breached a contract or was unjustly enriched when it transitioned to remote learning in response to the COVID-19 pandemic during the Spring 2020 semester. Penn State denies all allegations of wrongdoing and there has been no finding of liability in any court. However, considering the interest of both Penn State and its students in prompt resolution of the matter, Penn State and Plaintiffs have agreed that Penn State will pay \$17,000,000.00 into a Settlement Fund to resolve the Action.

The terms of the Agreement are set forth in the proposed Settlement that must be approved by the United States District Court for the Western District of Pennsylvania. This notice includes information about the proposed Settlement, a Final Approval Hearing scheduled by the Court, and the process for being heard by the Court.

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

YOUR OPTIONS	INSTRUCTIONS	DUE DATE
DO NOTHING AND AUTOMATICALLY RECEIVE A PAYMENT	Your payment will be sent automatically by First-Class Mail to your last known permanent postal address on file with Penn State. Settlement Class Members will also have the option, but are not required, to visit the Settlement Website at www.PennStateTuitionRefundSettlement.com to choose one of the following selections: (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check.	See Answer 7.
EXCLUDE YOURSELF FROM THE PROPOSED SETTLEMENT	You can choose to “opt out” of the proposed Settlement. Opting out means that you choose not to participate in the proposed Settlement. It also means that you cannot object to the proposed Settlement (see below). If you opt out, you will not receive a payment and you will keep any individual claims you may have against Penn State relating to the transition to remote learning in the Spring 2020 semester. Be aware that the statute of limitations may impact your ability to file a claim. For more detailed opt-out instructions, see Answer 11 below.	Postmarked no later than January 6, 2025.
OBJECT TO THE PROPOSED SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should reject the proposed Settlement. If your objection is overruled by the Court and the proposed Settlement is approved, then you would be included in the Settlement Class. If the Court agrees with your objection, then the proposed Settlement may not be approved. If you choose to object, you may not also opt out of the proposed Settlement, as only participating Settlement Class Members may object to a proposed Settlement. For more detailed objection instructions, see Answer 12 below.	Postmarked no later than January 6, 2025.

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 *Ramey et al. v. The Pennsylvania State University*, Case No. 2:20-cv-00753-RJC (W.D. Pa.). This case is a putative class action, meaning that the Settlement Class Representatives—Benjamin Ramey, Jeffrey Binet, and Tyler Thomson—brought this Action as individuals acting on behalf of a putative class of all people who paid tuition and/or fees for the Spring 2020 semester at Penn State. The Settlement Class Representatives allege claims of breach of contract and unjust enrichment. After motions practice and a comprehensive mediation, the Parties came to the proposed Settlement.

2. Why did I receive notice of this lawsuit?

If you received notice of this lawsuit, Penn State’s records indicate that you were enrolled at Penn State during the Spring 2020 semester and were assessed tuition and/or fees that are the subject of this Action. The Court directed 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 a student enrolled at Penn State, including all commonwealth campuses and branch locations, during the Spring 2020 semester, and you paid tuition and/or fees to attend at least one in-person class, then you potentially qualify as a Settlement Class Member.

4. Why did the Parties settle?

In any lawsuit, there are risks and potential benefits that come with litigating as compared to settling. It is the Settlement Class 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.

Penn State denies the claims asserted and believes that its actions were proper and in accordance with the terms of its policies, agreements, and applicable law. Penn State denies that its actions give rise to any claim by the Settlement Class Representatives or any Settlement Class Members. However, given the benefit Penn State and its students will receive from a negotiated settlement and prompt resolution of the case, the Parties consider it desirable to resolve the Action.

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

The Court must decide that the proposed Settlement is fair, reasonable, and adequate before it will approve the proposed Settlement. At this time, the Court has already reviewed and decided to grant preliminary approval of the proposed Settlement, after which notice was disseminated to Potential Settlement Class Members. The Court will make a final decision regarding the proposed Settlement at a Final Approval Hearing, which is currently scheduled for February 18, 2025 at 1:30 pm EST.

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 Settlement Benefit allocated to you according to the terms of the proposed Settlement; (2) opt out of the proposed Settlement; or (3) participate in the proposed Settlement, but object to it. Each of these options is described further below.

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

- a. If you do nothing and the proposed Settlement is approved by the Court, you will be eligible to participate in the proposed Settlement and to receive the Settlement Benefit allocated to you according to the terms of the proposed Settlement. Your payment will be sent automatically by First-Class Mail to your last known permanent postal address on file with Penn State. Settlement Class Members will also have the option, but are not required, to visit the Settlement Website at www.PennStateTuitionRefundSettlement.com to choose one of the following selections: (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These actions must be taken no later than forty-five (45) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing, which is currently scheduled for February 18, 2025 at 1:30 pm EST.
- b. If you would like to opt out or object to the proposed Settlement, your request must be postmarked no later than January 6, 2025.

8. How do I decide which option to choose?

If you would prefer not to participate in the proposed Settlement, then you may want to consider opting out. If you opt out, you will not receive a payment and you will keep any individual claims you may have against Penn State relating to the transition to remote learning during the Spring 2020 semester. Be aware that the statute of limitations may impact your ability to bring a claim.

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

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

No. If you do nothing and the proposed Settlement is approved by the Court, you will be eligible to participate in the proposed Settlement and to receive the Settlement Benefit allocated to you according to the terms of the proposed Settlement. Your payment will be sent automatically by First-Class Mail to your last known permanent postal address on file with Penn State. Settlement Class Members will also have the option to visit the Settlement Website at www.PennStateTuitionRefundSettlement.com to (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These actions must be taken no later than forty-five (45) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing, which is currently scheduled for February 18, 2025 at 1:30 pm EST.

OPTING OUT OF THE PROPOSED SETTLEMENT**10. What happens if I opt out of the proposed Settlement?**

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

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

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

Ramey v The Pennsylvania State University Settlement Administrator
P.O. Box 2835
Portland, OR 97208-2835

which must

- a. include a statement requesting to opt out of the Settlement Class;
- b. be personally signed by you;
- c. include your name, address, telephone number, and email address;
- d. include the caption for the Action: *Ramey et al. v. The Pennsylvania State University*, Civil Action No. 2:20-cv-00753-RJC (W.D. Pa.); and
- e. be postmarked no later than January 6, 2025.

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

A request to opt out of the proposed Settlement must be done on an individual basis. 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

12. How do I object to the proposed Settlement?

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

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

Your objection and any accompanying papers must be filed with the Clerk of Court. If you are represented by counsel, the objection must be filed through the Court’s electronic case filing (ECF) system. All objections must also be mailed at the same time to Class Counsel, Penn State’s Counsel, and the Settlement Administrator at the addresses below. All objections must be postmarked no later than January 6, 2025.

Clerk of Court	Settlement Administrator	Class Counsel	Penn State’s Counsel
Clerk of the Court United States District Court for the Western District of Pennsylvania Joseph F. Weis, Jr. U.S. Courthouse 700 Grant Street Pittsburgh, PA 15219	Ramey v The Pennsylvania State University Settlement Administrator P.O. Box 2835 Portland, OR 97208-2835	LYNCH CARPENTER LLP Attn: Nicholas A. Colella 1133 Penn Avenue, 5 th Floor Pittsburgh, PA 15222 BURSOR & FISHER, P.A. Attn: Joseph I. Marchese 1330 Avenue of the Americas New York, NY 10019 POULIN WILLEY ANASTOPOULO, LLC Attn: Paul J. Doolittle 32 Ann Street Charleston, SC 29403	JONES DAY Attn: Aaron Healey 250 Vesey Street New York, NY 10281

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

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

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

Objecting to the proposed Settlement is telling the Court that you do not believe the proposed Settlement is fair, reasonable, and adequate for the Settlement Class and asking the Court to reject it. If you object to the proposed Settlement and the proposed Settlement is ultimately approved, then you are entitled to a payment and will release any claims related to Penn State'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 it is approved and that you do not want to receive a payment, and you will not release claims you might have against Penn State that would otherwise have been released by participating in the proposed Settlement.

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

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

THE PROPOSED SETTLEMENT PAYMENT**16. How much is this proposed Settlement?**

The Parties have agreed to a Settlement Fund of \$17,000,000.

As discussed in more detail below, attorneys' Fee Award and Litigation Expenses, Case Contribution Awards for the Settlement Class Representatives, and administrative fees, including the Administrative Expenses paid to a third-party Settlement Administrator, will be paid out of the Settlement Fund. Thereafter, the remaining funds—the Net Settlement Fund—will be divided among all Settlement Class Members entitled to payments as outlined in the proposed Settlement and discussed further below in Answer 20.

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

Class Counsel will request that the Court approve a Fee Award of no more than thirty-three and one-third percent (33.33%) of the Settlement Fund and that Class Counsel be reimbursed for their out-of-pocket Litigation Expenses incurred in litigating the Action. Class Counsel must submit their request to the Court by December 23, 2024, at which point the amount of the requested attorneys' fees, as well as Class Counsel's motion, will be published on the Settlement Website at www.PennStateTuitionRefundSettlement.com. The Court will then decide the amount of the attorneys' Fee Award based on a number of factors, including the risk associated with bringing the Action, the amount of time spent on the case, the magnitude and complexity of the Action, the quality of the work, and the requested fee in relation to the outcome of the Action.

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

Class Counsel will request that the Settlement Class Representatives, Benjamin Ramey, Jeffrey Binet, and Tyler Thomson, each be paid a Case Contribution Award in the amount of no more than \$5,000, in recognition of their work in connection with this case. The award must be approved by the Court.

19. How much of the Settlement Fund will be used to pay Administrative Expenses?

A third-party Settlement Administrator was retained to provide notice and administer the payments to Settlement Class Members. The expenses of the Settlement Administrator are projected to not exceed \$175,000. In the event that such expenses exceed \$175,000, such additional amounts shall be paid only after approval by both Class Counsel and Penn State's Counsel.

20. How much will my payment be?

The balance of the Settlement Fund after paying Administrative Expenses, a Fee Award to Class Counsel, and Case Contribution Award to the Settlement Class Representatives, will be known as the Net Settlement Fund. Any Settlement Class Member who withdrew for medical reasons from Penn State after March 16, 2020, but before the

conclusion of the Spring 2020 semester, and received a refund of tuition, shall be entitled to receive fifty dollars (\$50) from the Net Settlement Fund. The remainder of the Net Settlement Fund will be distributed equally to all other Settlement Class Members.

21. When will I receive my payment?

The Court will hold a Final Approval Hearing on February 18, 2025 at 1:30 pm EST, to consider whether the proposed Settlement should be approved. If the Court approves the proposed Settlement, then payments will be distributed within sixty (60) days of the date after which the proposed Settlement becomes Final, as defined in the Settlement Agreement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on February 18, 2025 at 1:30 pm EST, at the United States District Court for the Western District of Pennsylvania, Joseph F. Weis, Jr. U.S. Courthouse, Courtroom 8C, 700 Grant Street, Pittsburgh, PA 15219. At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If objections have been properly submitted, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs and the amount of the award to the Settlement Class Representatives. The hearing will be public. The hearing may be virtual, in which case the instructions for viewing the hearing and participating will be posted on the Settlement Website at www.PennStateTuitionRefundSettlement.com. The date and time of the Final Approval Hearing may change without further notice. Please check the Settlement Website for updates.

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

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

24. May I speak at the Final Approval Hearing?

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

THE LAWYERS REPRESENTING THE CLASS

25. Do I have a lawyer in this case?

The Court has ordered that Gary F. Lynch and Nicholas A. Colella of Lynch Carpenter, LLP; Paul J. Doolittle of Poulin | Willey | Anastopoulos, LLC; and Joseph I. Marchese and Sarah Westcot of Bursor & Fisher, P.A will serve as Class Counsel and will represent all Settlement Class Members in this matter.

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

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

27. Who determines what the attorneys' Fee Award will be?

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for a Fee Award, which shall not exceed thirty-three and one-third percent (33.33%) of the Settlement Fund, plus their out-of-pocket litigation costs, and will specify the amount being sought. Class Counsel must submit its request to the Court by December 23, 2024, at which point the amount of the requested attorneys' fees, as well as Class Counsel's motion, will be published on the Settlement Website at www.PennStateTuitionRefundSettlement.com. Settlement Class Members who would like to object to the amount of attorneys' fees sought by Class Counsel may do so by following the instructions described in Answer 12 above.

GETTING MORE INFORMATION

This notice only summarizes the proposed Settlement. More details are contained in the Settlement Agreement, which can be viewed or obtained online at www.PennStateTuitionRefundSettlement.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:

Ramey v The Pennsylvania State University Settlement Administrator

P.O. Box 2835

Portland, OR 97208-2835

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

BURSOR & FISHER, P.A.

Attn: Joseph I. Marchese
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
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**PLEASE DO NOT CONTACT THE COURT OR PENN STATE
CONCERNING THIS NOTICE OR THE PROPOSED SETTLEMENT.**