

AKIRA KIRKPATRICK, VALERI NATOLI,
CANDACE N. GRAHAM, NICHOLAS BOWES,
AND CARLY SWARTZ,
*on behalf of themselves and all others similarly
situated,*
PLAINTIFFS,

v.

UNIVERSITY OF PITTSBURGH,
DEFENDANT.

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) Case No. 2:20-CV-690-WSS
)
) **HONORABLE WILLIAM S.
STICKMAN IV**
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STIPULATION OF SETTLEMENT

EXHIBITS

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

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

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

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is made as of April 11, 2025, by and among the following parties, as hereinafter defined: (1) Akira Kirkpatrick, Valeri Natoli, Candance N. Graham, Nicholas Bowes, and Carly Swartz (together, “Named Plaintiffs”)¹, on behalf of themselves and the Settlement Class, by and through Plaintiffs’ Counsel in this Action; and (2) University of Pittsburgh (“University” or “Pitt”), by and through its attorneys in this Action. The Named Plaintiffs and Pitt are individually each a “Party” and collectively, the “Parties.” This Settlement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the Released Claims (as defined herein), upon and subject to the terms and conditions set forth in this Settlement Agreement, and subject to the final approval of the Court.

RECITALS

This Action was commenced on May 8, 2020, with the filing of a Class Action Complaint in the United States District Court for the Western District of Pennsylvania styled *Hickey v. University of Pittsburgh*, Case No. 2:20-CV-690-WSS (ECF 1) (the “Action”).

On August 24, 2020, plaintiffs filed their First Amended Class Action Complaint in the United States District Court for the Western District of Pennsylvania (ECF 13) (“First Amended Complaint”).

The First Amended Complaint alleges that plaintiffs and putative class members were students enrolled in the University’s on-campus, in-person educational program for the Spring 2020 semester and paid money in the form of tuition and mandatory and other fees in exchange for such an in-person, on-campus educational experience for the entirety of the semester. It is

¹ Ms. Hickey requested the Court voluntarily dismiss her claims on August 29, 2024 (ECF 77), which this Court conditionally granted on November 4, 2024 (ECF 88), and finally granted on March 12, 2025 (ECF 99).

further alleged that their on-campus, in-person educational program for Spring 2020 began on January 6, 2020, and was supposed to end on April 25, 2020, but that on March 11, 2020, during the University's Spring Recess, the University announced that it was extending the spring recess, canceling all classes the week of March 16, 2020, and transitioning to remote online courses for the remainder of the spring 2020 semester beginning March 23, 2020. It further canceled all campus events and suspended all spring varsity athletic practices and games until further notice. It encouraged students not to return to campus following their extended spring recess. It is also alleged that on March 18, 2020, the University closed all libraries, recreational facilities, computer labs, study areas and group spaces, that were previously available to students and on and on March 20, 2020, closed all campus recreation facilities, all sports programs.

By their complaint, it is further alleged that the University's move to remote learning required the University to issue a partial refund to its students of the tuition and the mandatory and other fees they paid for the Spring 2020 semester because the University breached the contract which existed between the University and its students, or alternatively, because the University was unjustly enriched and committed the common law tort of conversion.

On October 26, 2020, Pitt moved to dismiss the First Amended Complaint (ECF's 25-26) and on April 27, 2021, the Court granted the motion and entered judgment in favor of Defendant (ECF's 45-46). Plaintiffs timely appealed (ECF 48) and on August 11, 2023, the Third Circuit reversed the dismissal of this Action (except for the dismissal of Plaintiffs' housing and dining fee claims) and remanded for further proceedings. *See Hickey v. Univ. of Pittsburgh*, 81 F.4th 301 (3d Cir. 2023). On November 15, 2023, Pitt filed its Answer to the First Amended Complaint. (ECF 62).

Thereafter, the Parties began formal written discovery on the merits and in preparation for class certification but early in the discovery process, the Parties agreed to attempt to reach a class-wide settlement with the assistance of the Honorable Diane M. Welsh (Ret.). For purposes of the mediation, the University provided detailed information related to the amount of tuition and Mandatory Fee payments made by or on behalf of the putative class members for the Spring 2020 semester. That mediation was held on March 13, 2024. Though progress was made, the Parties did not settle during that mediation. The Parties therefore returned to their respective discovery efforts.

However, late in 2024, the Parties agreed to make a second attempt to resolve this Action by settlement. As a result, a second mediation session was held with the assistance of Judge Welsh (Ret.) on January 30, 2025, during which the Parties reached an agreement on the principal terms of the settlement on a class-wide basis as described herein.

Named Plaintiffs believe that the claims asserted in the Action have merit. Nonetheless, Named Plaintiffs and their counsel recognize that Pitt has raised, and intends to raise, factual and legal defenses in the Action that present a risk that Named Plaintiffs and any putative class members may not prevail at trial or, if successful at trial, on appeal. Named Plaintiffs and their counsel have also taken into account the costs, risks, and delays associated with the continued litigation of the Action, including retention of experts and litigating through trial. Therefore, Named Plaintiffs and their counsel believe that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred under the terms and conditions set forth in this Settlement.

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

At all times, Pitt has continued to deny all allegations of wrongdoing and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Nevertheless, considering the uncertainty and risks inherent in litigation generally, Pitt has decided to enter into this Settlement on the terms and conditions stated herein to avoid further expense, inconvenience, and burden, and the uncertainty and risks of litigation.

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

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

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, by and through their respective counsel, that subject to final approval of the Court, after a hearing as provided for in this Settlement pursuant to Federal Rule of Civil Procedure 23(e), and in consideration of the benefits flowing to the Parties from this Settlement set forth herein, the Action and the Released Claims shall be fully and finally compromised, settled, and released and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in the Settlement.

DEFINITIONS

1. As used in this Settlement, the following terms have the meanings specified below:
 - (a) **“Action”** means the above-captioned action.
 - (b) **“Case Contribution Award”** means any payments from the Settlement Fund granted by the Court to each of the Named Plaintiffs.
 - (c) **“Defendant”** means the University of Pittsburgh.
 - (d) **“Defendant’s Counsel” or “Pitt’s Counsel”** means Reed Smith LLP.
 - (e) **“Court”** means the United States District Court for the Western District of Pennsylvania, the Honorable William S. Stickman IV presiding.

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

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

(h) **“Fee and Expense Award”** means the amount of attorneys’ fees and expenses awarded by the Court to Plaintiffs’ Counsel from the Settlement Fund.

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

(j) **“Final Approval Hearing”** means the hearing before the Court where the Parties will request the Final Judgment approving this Settlement to be entered by the Court and the Court will determine the Fee and Expense Award to Plaintiffs’ Counsel and the Case Contribution Awards to the Named Plaintiffs.

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

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

(m) **“Mandatory Fees”** means the Student Activity Fee, Wellness Fee, Computing and Network Services Fee, and Security, and Safety and Transportation Fee.

(n) **“Named Plaintiffs”** means Akira Kirkpatrick, Valeri Natoli, Candance N. Graham, Nicholas Bowes, and Carly Swartz.

(o) **“Net Settlement Fund”** means the Settlement Fund less any (i) Notice and Administration Expenses, (ii) Fee and Expense Award; and (iii) Case Contribution Awards.

(p) **“Notice and Administration Expenses”** means: (a) the costs, fees, and expenses that are incurred by the Settlement Administrator in connection with providing notice to the Settlement Class and administering this Settlement, including but not limited to, distributing the Net Settlement Fund to the Settlement Class Members; (b) fees and expenses incurred in connection with the Escrow Account; and (c) Taxes.

(q) **“Plaintiffs’ Counsel”** means Gary F. Lynch and Nicholas A. Colella of LYNCH CARPENTER, LLP, Jeffrey A. Klafter of KLAFTER LESSER LLP, and Paul Doolittle of POULIN, WILLEY ANASTOPOULO, LLC.

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

(s) **“Released Claims”** means any and all causes of action, suits, claims, controversies, rights, agreements, promises, debts, liabilities, accounts, reckonings, demands, damages, that were brought or could have been brought in the Action, as well as liens, demands, judgments, costs, damages, 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, contract, tort or in equity, and all other legal responsibilities in any form or nature, known or unknown, asserted or unasserted, that any Releasing Party ever had or

currently has, or may have in the future, arising out of, concerning, or in any way allegedly related to the transition to or provision of remote education with respect to the COVID-19 pandemic, the implementation or administration of such remote education, the closing of portions of Pitt's campus and the suspension of certain services due to COVID-19, or the suspension of campus operations in the Spring 2020 semester 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, against any of the Released Pitt Parties.

(t) **"Released Pitt Parties"** means Defendant and all of its current, former, and future parents, predecessors, successors, affiliates, assigns, subsidiaries, divisions and related corporate entities, and all of their respective parents, subsidiaries and affiliates, current, future, and former employees, officers, directors, trustees, shareholders, assigns, representatives, agents, trustees, administrators, executors, insurers, attorneys, outside counsel, predecessors, successors, assigns and customers.

(u) **"Released Parties"** means each and any of the Released Pitt Parties.

(v) **"Releasing Parties"** means each and any of the Releasing Settlement Class Parties.

(w) **"Releasing Settlement Class Parties"** means the Named Plaintiffs and all other Settlement Class Members, and each of their respective present and former heirs, family members, guardians, executors, administrators, employees, agents, representatives, attorneys, counsel, predecessors, successors, assigns, and any person who has made tuition and/or Mandatory Fee payments to Pitt on their behalf or could otherwise bring a claim by, through or with them.

(x) **"Settlement Administrator"** means RG/2 Claims Administration LLC.

(y) **“Settlement Amount”** means the \$7,850,000.00 consideration to be paid by the University.

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

(aa) **“Settlement Class”** means all students who were enrolled in at least one in-person course(s) during the Spring 2020 semester at the University and any of its branch locations but had their course(s) moved to remote learning as a result of the COVID-19 pandemic, excluding (i) any person who properly executes and files a timely opt-out request to be excluded from the Settlement Class; and (ii) the legal representatives, successors or assigns of any such excluded person.

(bb) **“Settlement Class Member”** means a person who falls within the definition of the Settlement Class as set forth above in Paragraph 1(aa).

(cc) **“Settlement Fund”** means the non-reversionary escrow account that shall be established by the Settlement Administrator on behalf of the Settlement Class into which the Settlement Amount will be deposited, plus any and all interest earned thereon.

(dd) **“Settlement Website”** means the website to be established by the Settlement Administrator to aid in administering the Settlement.

(ee) **“Short Form Notice”** means the notice provided for in Paragraphs 10-11, substantially in the form attached hereto as Exhibit A-1.

(ff) **“Spring 2020 Tuition and Mandatory Fees”** means any and all tuition and Mandatory Fees assessed to students by Pitt to enroll at Pitt for enrollment in the Spring 2020 semester.

(gg) **“Taxes”** means (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the reasonable expenses and costs incurred in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, the reasonable expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

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

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

THE SETTLEMENT CLASS

4. The Parties hereby agree to the certification of the Settlement Class, the appointment of the Named Plaintiffs as Class Representatives, and to appointment of Plaintiffs’ Counsel as Class Counsel, solely for purposes of effectuating the Settlement described herein.

SETTLEMENT CONSIDERATION

5. Within twenty (20) business days after the Court enters the Preliminary Approval Order, Pitt shall deposit, or cause to be deposited, the Settlement Amount into an escrow account to be established by the Settlement Administrator / Escrow Agent (the “Escrow Account”). Neither Defendant or any other person or entity shall be liable to pay any amount pursuant to this Settlement except as set forth in this paragraph.

CAFA NOTICE

6. The Settlement Administrator, after approval by Pitt, shall provide the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715(b) (“CAFA Notice”) no later than ten (10) days following the filing of the Settlement with the Court.

PRELIMINARY APPROVAL ORDER

7. No later than April 11, 2025, in coordination with Pitt’s Counsel, Plaintiffs’ Counsel will move for preliminary approval of this Settlement, provisional certification of the Settlement Class for settlement purposes only, appointment of Named Plaintiffs as Settlement Class Representatives, appointment of Plaintiffs’ Counsel as Class Counsel for the Settlement Class, and the scheduling of the Final Approval Hearing. Concurrently with the motion for preliminary approval, Plaintiffs’ Counsel shall apply to the Court for, and Pitt shall agree to, entry of the proposed Preliminary Approval Order substantially in the form attached hereto as **Exhibit A**.

8. At the time of the submission of the Settlement to the Court as described above, Plaintiffs’ Counsel shall request that the Court hold a Final Approval Hearing, which shall be held no less than ninety (90) days after the CAFA Notice is provided.

CLASS NOTICE

9. No later than thirty (30) days after entry of the Preliminary Approval Order, Defendant will produce an electronic list from its records that includes the names, last known email address, and last known postal address, including personal email address and permanent postal address, to the extent available, belonging to all persons within the Settlement Class (“Settlement Class List”). This Settlement Class List will be provided to the Settlement Administrator for the purpose of giving notice to the Settlement Class Members and will be pursuant to a Court order

permitting the disclosure of Settlement Class Member information under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and associated regulations, 34 C.F.R. Part 99 (collectively, “FERPA”), if required.

10. Unless extended by Court Order, within forty-five (45) days after the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form Notice substantially in the form attached hereto as Exhibit A-1 to all persons listed on the Settlement Class List via email, or by U.S. mail if an email address is not included on the Settlement Class List, or the email address is invalid.

11. The Short Form Notice shall advise the Settlement Class Members of their rights under this Settlement, including the right to be excluded from and/or object to this Settlement or its terms. The Short Form Notice shall also inform Settlement Class Members that they can access the Long Form Notice on the Settlement Website, which Long Form Notice shall advise the Settlement Class Members of the procedures outlined in Paragraphs 15-22, specifying how to request exclusion from this Settlement or submit an objection to this Settlement.

12. Before the dissemination of the Short Form Notice, the Settlement Administrator shall establish the Settlement Website. The Settlement Website will allow Settlement Class Members to provide an updated mailing address to receive a paper check or to elect to receive their Settlement Benefit via Venmo or PayPal. The Settlement Website shall include, in downloadable format, the following: (i) the Long Form Notice; (ii) the Preliminary Approval Order; (iii) this Settlement Agreement (including all of its exhibits); (iv) a Question and Answer section agreed to by the Parties anticipating and answering Settlement-related questions from prospective Settlement Class Members; (v) contact information for the Settlement Administrator and

Plaintiffs' Counsel; and (vi) any other materials agreed upon by the Parties and/or required by the Court.

13. No later than fifty (50) days after the entry of the Preliminary Approval Order and until the Final Approval Hearing, Pitt will inform Potential Settlement Class Members of the settlement and provide a link to the Settlement Website on a website hosted by Pitt.

14. Prior to the Final Approval Hearing, in connection with the motion for final approval of this Settlement, Plaintiffs' Counsel shall serve and file a sworn statement from the Settlement Administrator evidencing compliance with the provisions of the Preliminary Approval Order concerning the provision of notice of the Settlement to Settlement Class Members.

REQUESTS FOR EXCLUSION

15. A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request for exclusion to the Settlement Administrator, in care of the address provided in the Long Form Notice, postmarked no later than forty-five (45) days after the mailing and emailing of the Short Form Notice (the "Objection/Exclusion Deadline"), which date shall be included in the Short Form Notice.

16. The written request for exclusion must:

- (a) include a statement requesting exclusion from the Settlement Class;
- (b) be personally signed by the Potential Settlement Class Member; and
- (c) include the Potential Settlement Class Member's name, address, telephone number, email address, and a reference to the name of the Action.

17. A request to be excluded from the Settlement Class that does not include all of the foregoing information in Paragraph 16, that is sent to an address other than that designated in the Long Form Notice, or that is not postmarked within the time specified, shall be invalid and any

individual sending such request shall be deemed to remain in the Settlement Class and shall be bound as a Settlement Class Member by this Settlement, unless otherwise ordered by the Court. Any Potential Settlement Class Member who properly elects to be excluded, in compliance with the requirements set forth in Paragraphs 15-16, shall not: (a) be bound by any orders of the Court or the Final Judgment; (b) be entitled to relief under this Settlement; (c) gain any rights by virtue of the Settlement; or (d) be permitted to object to any aspect of this Settlement.

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

19. Plaintiffs' Counsel shall promptly, and in any event not less than twenty-five (25) days prior to the Final Approval Hearing, notify Pitt's Counsel of all requests for exclusion submitted by Potential Settlement Class Members and provide Pitt's Counsel with copies of any such requests for exclusion.

OBJECTIONS BY SETTLEMENT CLASS MEMBERS

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

21. The written objection(s) must:

- (a) state that the person objecting is a Settlement Class Member;

(b) include the name, address, email, and telephone number of the Settlement Class Member objecting;

(c) be personally signed by the objecting Settlement Class Member;

(d) contain a statement that includes a description of the basis for the objection(s), including any legal arguments and evidentiary support (including copies of any documents relied upon); and

(e) include a statement of whether the objector intends to appear at the Final Approval Hearing, with or without counsel.

22. Any Settlement Class Member who fails to timely file a written objection with the Court and/or timely file notice of their intent to appear at the Final Approval Hearing in accordance with the terms of Paragraphs 20-21 and as detailed in the Long Form Notice, with copies to designated counsel for each of the Parties, shall not be permitted to object to this Settlement, the Case Contribution Awards, and/or the Fee Award at the Final Approval Hearing, unless otherwise ordered by the Court; shall be foreclosed from seeking any review of this Settlement, the Case Contribution Awards, and/or the Fee and Expense Award by appeal or other means; and shall be deemed to have waived their objection(s) and be forever barred from making any such objection(s) in the Action or any other related action or proceeding.

SETTLEMENT ADMINISTRATION

23. The Settlement Administrator shall administer this Settlement and shall act under Plaintiffs' Counsel's supervision and subject to the jurisdiction of the Court. Plaintiffs' Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund, subject to Court approval. Pitt's Counsel shall have the right to approve

the Settlement Administrator and shall have the right to receive access to information directly from the Settlement Administrator.

24. The Settlement Administrator shall:

(a) send the Short Form Notice to the Potential Settlement Class Members, as described in paragraph 10 and the CAFA Notice described in paragraph 6;

(b) establish the Settlement Website, as described in Paragraph 12;

(c) serve as Escrow Agent for the Settlement Fund;

(d) forward to Plaintiffs' Counsel all documents and other materials received in connection with the administration of this Settlement promptly upon receipt;

(e) receive requests for exclusion and other requests from the Potential Settlement Class Members and promptly provide a copy of such requests to Plaintiffs' Counsel and Pitt's Counsel upon receipt. If any requests for exclusion or objections are received after the Objection/Exclusion Deadline, the Settlement Administrator shall provide them upon receipt to counsel for each Party;

(f) provide (at least) weekly reports to Plaintiffs' Counsel and Pitt's Counsel, including any requests for exclusion received;

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

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

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

25. The Settlement Administrator shall keep the Class List and all personal information, including the identity and mailing addresses of the Settlement Class Members and Settlement Class Members' Program information, confidential. The Parties agree that this information may not be used for any purpose other than effectuating the terms of this Settlement or the duties or obligations arising hereunder.

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

27. If the Parties have any disputes concerning the administration of the Settlement, they shall first meet and confer. If they cannot reach agreement, any disputes as to the administration of the Settlement shall be submitted to Hon. Judge Welsh (Ret.) who shall have binding authority, subject to the ultimate authority of the Court overseeing the Settlement.

FINAL APPROVAL HEARING

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

- (a) approve this Settlement as fair, reasonable, and adequate to the Settlement Class within the meaning of Rule 23 of the Federal Rules of Civil Procedure, and

direct consummation of this Settlement in accordance with the terms and provisions of this Settlement Agreement;

- (b) fully and finally dismiss the Action with prejudice, and without costs (except as may be provided herein) to any Party as against any other;
- (c) incorporate the releases set forth below in Paragraphs 29-33, make the releases effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;
- (d) approve the manner of distribution of the Net Settlement Fund and order that payments be made to Settlement Class Members only in accordance with same;
- (e) award Plaintiffs' Counsel from out of the Settlement Fund such Fee and Expense Award as the Court may allow;
- (f) award the Named Plaintiffs out of the Settlement Fund such Case Contribution Awards as the Court may allow; and
- (g) reserve jurisdiction over: (i) implementation of this Settlement and any distribution to Settlement Class Members, pursuant to further orders of the Court; (ii) disposition of the Settlement Fund; (iii) the Action, until each and every act agreed to be performed pursuant to the Settlement shall have been performed, pursuant to further orders of the Court; and (iv) the Parties, for the purpose of enforcing and administering this Settlement.

RELEASE

29. The Releasing Settlement Class Parties shall be deemed to have, and by operation of law and of the Final Judgment to have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged all Released Claims against the Released Pitt

Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Released Pitt Parties, subject to the occurrence of the Effective Date.

30. The Released Claims include any unknown claims arising out of or related in any way to the same facts, transactions or occurrences alleged in the Action that the Releasing Parties do not know or suspect to exist in their favor at the time of the release, which, if known by them, might have affected their decision to agree to the Settlement, their decision to release the Released Claims, or their decision not to object to the Settlement.

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

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

32. The Releasing Parties may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, for damages, injunctive relief, rescission, disgorgement, or restitution or any other

right, remedy, or relief of every nature and description whatsoever, whether based on federal, state local, statutory, or common law or any other law, rule, or regulation, including the law of any jurisdiction outside the United States, that were brought or could have been brought in the complaint in this Action without regard to subsequent discovery or the existence of different or additional facts.

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

MONETARY RELIEF TO SETTLEMENT CLASS MEMBERS

34. The Net Settlement Fund will be allocated pro rata to each Settlement Class Member based on the ratio of (a) the total amount of Spring 2020 Tuition and Mandatory Fees assessed to Settlement Class Members enrolled at the University during the Spring 2020 semester to (b) the total amount of Spring 2020 Tuition and Mandatory Fees assessed to each individual Settlement Class Member enrolled at the University during the Spring 2020 semester, less financial aid provided by the University, and less any refunds of Tuition and/or Mandatory Fees already distributed related to Spring 2020 semester. To the extent the distribution formula results in an individual payment amount of less than \$50, the payment amount will be adjusted upwards so that no Settlement Class Member shall receive less than \$50. Class members will not be required to make a claim for them to be entitled to their share of the Settlement Fund.

35. Potential Settlement Class Members who properly execute and file a timely opt-out request to be excluded from the Settlement Class shall not be entitled to receive any of the Net Settlement Fund but shall not be subject to any releases provided herein or in the Final Judgment.

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

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

38. No later than ten (10) days after the Effective Date, Pitt will provide to the Settlement Administrator any additional information necessary for the Settlement Administrator to send the Settlement Benefits to the Settlement Class Members.²

39. The Settlement Administrator will send the Settlement Benefits to Settlement Class Members within sixty (60) days after the Effective Date. The Settlement Administrator shall send a reminder notice to any Settlement Class Member that has not deposited or cashed their Settlement Benefit check within forty-five (45) days of the mailing of such checks and may issue replacement checks if appropriate. All settlement checks must be deposited or cashed within one hundred and eighty (180) days of issuance. If the balance of any Uncashed Settlement Checks is less than \$250,000, such funds shall, subject to Court approval, be donated to a scholarship fund for Pitt students to be administered by Pitt. If the balance of any Uncashed Settlement Checks exceeds

² Consistent with the requirements of the FERPA, Pitt may disclose directory information to the Settlement Administrator. *See* 34 C.F.R. § 99.37. Moreover, any order granting preliminary or final approval of the Settlement shall constitute a judicial order within the meaning of FERPA, *see* 34 C.F.R. § 99.31(a)(9)(i), and the Settlement and the Court's order shall constitute specific notice of Pitt's intention to comply with that order, *see* 34 C.F.R. § 99.31(a)(9)(ii).

\$250,000, such funds will be redistributed as a second distribution to Settlement Class Members who previously did cash their settlement checks or who received electronic payment using substantially the same formula set forth in paragraph 34. If, after the second distribution, there are funds remaining from undeposited or uncashed checks, the funds shall, subject to Court approval, be designated to a scholarship fund for Pitt students to be administered by Pitt.

USE OF SETTLEMENT FUND

40. The Settlement Fund shall only be used to pay: (a) any Notice and Administrative Expenses incurred, as defined in Paragraph 1(p); (b) any Fee and Expense Award granted by the Court; (c) any Case Contribution Awards granted by the Court; and (d) Notice and Administration Expenses. The remaining funds, the Net Settlement Fund, shall be distributed to Settlement Class Members according to this Settlement Agreement.

41. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed as provided herein.

42. Up until the Effective Date, the Escrow Account shall be under the control of the Escrow Agent, on behalf of Named Plaintiffs, the Settlement Class, and Pitt. The Escrow Agent shall cause the Settlement Fund to be invested exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments), except that any cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. The Escrow Agent shall cause all interest on the Escrow Account to be collected and reinvested. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. The Released Pitt Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

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

44. All Taxes shall be paid out of the Settlement Fund and shall be timely paid pursuant to the disbursement instructions to be set forth in the Escrow Agreement, and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Pitt Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator with respect to the payment of Taxes.

45. This Settlement is not a claims-made settlement. As of the Effective Date, all rights of Pitt in or to the Settlement Fund shall be extinguished.

46. Prior to the Effective Date, no disbursements shall be made out of the Settlement Fund except: (a) upon order of the Court; or (b) as provided in this Settlement Agreement. Prior to the Effective Date, the Escrow Agent may pay from the Settlement Fund Notice and Administrative Expenses actually incurred and paid or payable, which shall not exceed \$150,000. If, prior to the Effective Date, Administrative Expenses exceed \$150,000, such additional amounts shall be paid only after approval by both Plaintiffs' Counsel and Pitt's Counsel, which shall not be unreasonably withheld. After the Effective Date, the Escrow Agent may pay from the Settlement Fund any additional, unpaid Notice and Administrative Expenses, as ordered by the Court. The Released Pitt Parties are not responsible for, and shall not be liable for, any Notice and Administrative Expenses.

47. If the Effective Date does not occur, or if this Settlement is voided, terminated, or cancelled pursuant to the terms of this Settlement, neither the Named Plaintiffs nor Plaintiffs' Counsel shall any obligation to repay any of the Notice and Administrative Expenses that have been paid or incurred in accordance with Paragraph 1(p). Any amounts remaining in the Settlement

Fund after payment of Notice and Administrative Expenses incurred in accordance with Paragraph 1(p), including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Pitt. No other person or entity shall have any further claim whatsoever to such amounts.

48. The Net Settlement Fund will be distributed in the manner set forth in Paragraphs 34 and 39. The manner of distribution of the Net Settlement Fund, as described in Paragraph 34, the treatment of Uncashed Settlement Checks, as described in Paragraph 39, and the identity of the Settlement Administrator, as described in Paragraph 1(x), are not necessary terms of the Settlement Agreement, and it is not a condition of this Settlement that any particular manner of distribution of the Net Settlement Fund be approved by the Court. Neither Named Plaintiffs nor Plaintiffs' Counsel may cancel or terminate this Settlement based on the Court's or any appellate court's ruling with respect to the manner of distribution of the Net Settlement Fund or any other plan of distribution in this Action. Any order or proceeding relating to the manner of distribution of the Net Settlement Fund or any other plan of distribution in this Action, or any appeal from any such order, shall not operate to terminate or cancel this Settlement.

49. Payment pursuant to the Final Judgment shall be final and conclusive against all Settlement Class Members. All Settlement Class Members shall be bound by all terms of this Settlement, including the Final Judgment to be entered in this Action, and will be permanently barred and enjoined from bringing any action against the Released Pitt Parties with respect to any and all of the Released Claims.

50. No person or entity shall have any claim or cause of action against the Named Plaintiffs, Plaintiffs' Counsel, the Settlement Administrator, or any other agent designated by Plaintiffs' Counsel arising from distributions made substantially in accordance with this

Settlement, the manner of distribution of the Net Settlement Fund as approved by the Court, or any order of the Court.

51. The Released Pitt Parties shall have no responsibility for, interest in, or liability whatsoever with respect to distribution of the Net Settlement Fund, the payment or withholding of Taxes, the Escrow Account, the Escrow Agent, the Settlement Administrator, Notice and Administrative Expenses, or any losses incurred in connection with the foregoing. No person, including the Named Plaintiffs, Settlement Class Members, and Plaintiffs' Counsel, shall have any claim of any kind against the Released Pitt Parties with respect to the matters set forth in this paragraph.

**AWARDS FOR ATTORNEYS' FEES AND EXPENSES AND FOR NAMED
PLAINTIFFS**

52. Named Plaintiffs may seek, and the Court may award, reasonable Case Contribution Awards not to exceed Five Thousand Dollars (\$5,000) to each Named Plaintiff for their service in this case, which shall come from the Settlement Fund. This shall be in addition to any Settlement Benefit that Named Plaintiffs may receive as a Settlement Class Member. If the Court approves a request for Case Contribution Awards, the Settlement Administrator will distribute the Case Contribution Awards to the Named Plaintiffs along with their Settlement Benefits no later than sixty (60) days after the Effective Date.

53. No later than fourteen (14) days prior to the Objection/Exclusion Deadline, Plaintiffs' Counsel will apply to the Court for a Fee and Expense Award to be paid from (and out of) the Settlement Fund which will include a fee request not to exceed thirty-three and one-third percent (33.33%) of the Settlement Fund plus a reimbursement of reasonable expenses.

54. Any Fee and Expense Award by the Court shall be paid to Plaintiffs' Counsel from (and out of) the Settlement Fund within thirty (30) days after Final Judgment. In the event that

there is no Effective Date or this Settlement is terminated pursuant to the terms of the Settlement Agreement, Plaintiffs' Counsel shall repay to Pitt the full amount of the Fee and Expense Award. In addition, in the event that the Fee and Expense Award is vacated, modified, reversed, or rendered void as the result of any appeal, further proceedings on remand, or successful collateral attack, Plaintiffs' Counsel shall repay to the Settlement Fund the amount of the Fee and Expense Award reversed, vacated, or modified. Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than twenty-one (21) days after: (a) receiving from Pitt's Counsel notice of the termination of this Settlement; or (b) any order reversing or modifying the Final Judgment, vacating the Final Judgment, or reducing or reversing the Fee and Expense Award has become Final.

55. The granting by the Court of any Case Contribution Award, Fee and Expense Award, or payment of Notice and Administration Costs are not necessary terms of this Settlement, and it is not a condition of this Settlement that any particular Case Contribution Award, Fee and Expense Award or payment of Notice and Administration Costs be approved by the Court. Neither Named Plaintiffs nor Plaintiffs' Counsel may cancel or terminate this Settlement based on this Court's or any appellate court's ruling with respect to any Case Contribution Award, Fee and Expense Award, or Court authorized payment of Notice and Administration Costs. Any order or proceeding relating to any Case Contribution Award, Fee and Expense Award, or approval of the payment of Notice and Administration Costs, or any appeal from any such order, shall not operate to terminate or cancel this Settlement. However, distribution of all or a portion of the Settlement Fund may be delayed in the event of an appeal concerning any Case Contribution Award, Fee and Expense Award or Court approval of Notice and Administration Costs.

NO ADMISSION OF WRONGDOING

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

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

TERMINATION OF SETTLEMENT

58. Pitt or the Named Plaintiffs shall have the right to terminate this Settlement by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court’s refusal to grant Preliminary Approval of this Settlement in any material respect; (ii) the Court’s refusal to grant Final Approval of this Settlement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an alternate judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

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

(a) If Pitt intends to exercise its unilateral right of termination set forth herein, written notice of such intent must be provided to Class Counsel at least fourteen (14) days prior to the Final Approval Hearing. Within seven (7) days of such notice, Class Counsel and Pitt's Counsel shall meet and confer concerning the potential termination of this Settlement.

(b) Following the meet and confer, and at least seven (7) days prior to the Final Approval Hearing, Pitt shall provide Class Counsel with written notice that Pitt is exercising its unilateral right of termination set forth herein. Pitt may withdraw its termination by providing written notice of such withdrawal to Class Counsel no later than one (1) business day prior to the scheduled Final Approval Hearing.

(c) If Pitt elects to terminate this Settlement in accordance with the terms set forth herein, this Settlement shall be deemed terminated and cancelled and the provisions of Paragraph 60 shall apply.

60. If (i) either Party exercises its right to terminate this Settlement as provided in Paragraph 58, (ii) Pitt exercises its right to terminate this Settlement as provided in Paragraph 59, (iii) the Court disapproves this Settlement; or (iv) the Effective Date as to this Settlement otherwise fails to occur, then:

(a) This Settlement shall be cancelled and terminated;

(b) The terms and provisions of this Settlement shall have no further force and effect whatsoever;

(c) Plaintiffs' Counsel shall repay to Pitt any Fee and Expense Award paid to Plaintiffs' Counsel from the Settlement Fund, within twenty-one (21) days after: (1) receiving a notice of termination of this Settlement from Pitt's counsel pursuant to Paragraph 58; (2) issuing a notice of termination of this settlement; or (3) any order reversing or vacating the Final Judgment;

(d) Within ten (10) business days after a termination as provided in paragraph 59, the Escrow Agent shall cause the Settlement Fund and all interest earned thereon (subject to the expiration of any time deposit not to exceed ninety (90) days) to be refunded to Pitt, less any Notice and Administrative Expenses paid or incurred in accordance with the terms of this Settlement; and

(e) The Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of this Settlement, and they shall proceed in all respects as if this Settlement, its exhibits, and any related agreements or orders, had never been executed. In such event, the Parties jointly will seek to vacate any orders entered or actions taken in connection with this Settlement.

MISCELLANEOUS PROVISIONS

61. This Settlement may be executed by Plaintiffs' Counsel and Pitt's Counsel on behalf of the Parties. All counsel executing this Settlement represent and warrant that they are authorized and empowered to execute this Settlement Agreement on behalf of their clients, and that the signature of such counsel is intended to and does legally bind the clients of such counsel.

62. Plaintiffs' Counsel are authorized to take all appropriate actions required or permitted to be taken by the Settlement Agreement to effectuate its terms. Plaintiffs' Counsel also

are authorized to enter into any modifications or amendments to this Settlement Agreement which such counsel deem appropriate.

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

64. This Settlement Agreement may be amended or modified only by a written instrument signed by the Named Plaintiffs and Pitt or their successors-in-interest, except to the extent that any modification would be inconsistent with any order by the Court.

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

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

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

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

69. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties to this Settlement Agreement.

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

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

72. The Parties and their counsel agree to use their best efforts, and to take all reasonable steps necessary, to obtain the entry of the Final Judgment, and to effectuate this Settlement. Any such actions taken by the Parties, and any actions taken by the Parties to comply with this Settlement Agreement, will be in accordance with federal, state, and/or local law, including but not limited to FERPA.

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

If to the Named Plaintiffs or Class
Counsel:

LYNCH CARPENTER, LLP

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

-and-

KLAFTER LESSER LLP

Attn: Jeffrey A. Klafter
2 International Drive, Suite 350
Rye Brook, NY 10573
Telephone: (914) 934-9200
Email: jak@klafterlesser.com

-and-

**POULIN | WILLEY | ANASTOPOULO,
LLC**

Attn: Paul Doolittle
32 Ann Street
Charleston, SC 29403
Telephone: (843) 614-8888
Email: pauld@akimlawfirm.com

If to Pitt:

REED SMITH LLP

Attn: Jeffrey Weimer
225 Fifth Ave.
Pittsburgh, PA 15222
Telephone: (412) 288-7982
Email: jweimer@reedsmith.com

74. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes asserted or which could be asserted by the Named Plaintiffs and any other Settlement Class Members, against the Released Pitt Parties with respect to the Released Claims. Accordingly, Named Plaintiffs and their counsel, and Pitt and its counsel, agree not to assert in any forum that this Action was brought or defended in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of this Settlement were negotiated at arm's

length and in good faith by the Parties, and reflect a settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

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

DATED: April 11, 2025

LYNCH CARPENTER, LLP

By: /s/ Nicholas A. Colella

Gary F. Lynch

Nicholas A. Colella

1133 Penn Ave., Floor 5

Pittsburgh, PA 15222

gary@lcllp.com

nickc@lcllp.com

KLAFTER LESSER LLP

Jeffrey A. Klafter

2 International Drive, Suite 350

Rye Brook, NY 10573

jak@klafterlesser.com

Paul J. Doolittle

POULIN, WILLEY,

ANASTOPOULO, LLC

32 Ann Street

Charleston, SC 29403

pauld@akimlawfirm.com

Plaintiffs' Counsel

DATED: April 11, 2025

REED SMITH LLP

By: /s/ Jeffrey M. Weimer
Jeffrey M. Weimer
225 Fifth Avenue, Suite 1200
Pittsburgh, PA 15222
jweimer@reedsmith.com
mmcrogan@reedsmith.com

***Attorneys for Defendant University of
Pittsburgh***

Dated: 4/4/2025

DocuSigned by:
Akira Kirkpatrick
Akira Kirkpatrick

Dated: 4/10/2025

Signed by:
Valeri Natole
Valeri Natole

Dated: 4/11/2025

/s/ Candace Graham (with
permission)
Candace Graham

Dated: 4/4/2025

Signed by:
Nicholas Bowes
Nicholas Bowes

Dated: _____

Carly Swartz

Dated: _____

Name:
Title:
University of Pittsburgh

DATED: _____

REED SMITH LLP

By: _____
Jeffrey M. Weimer
225 Fifth Avenue, Suite 1200
Pittsburgh, PA 15222
jweimer@reedsmith.com
mmcrogan@reedsmith.com

*Attorneys for Defendant University of
Pittsburgh*

Dated: _____

Akira Kirkpatrick

Dated: _____

Valeria Natole

Dated: _____

Candace Graham

Dated: _____

Nicholas Bowes

Dated: 04/04/25

Carly Swartz
Carly Swartz (Apr 4, 2025 16:57 EDT)

Carly Swartz

Dated: _____

Name:
Title:
University of Pittsburgh

DATED: _____

REED SMITH LLP

By: _____

Jeffrey M. Weimer
225 Fifth Avenue, Suite 1200
Pittsburgh, PA 15222
jweimer@reedsmith.com
mmcrogan@reedsmith.com

***Attorneys for Defendant University of
Pittsburgh***

Dated: _____

Akira Kirkpatrick

Dated: _____

Valeria Natole

Dated: _____

Candace Graham

Dated: _____

Nicholas Bowes

Dated: _____

Carly Swartz

Dated: 04-10-2025 | 3:35 PM EDT

DocuSigned by:
Geovette E. Washington

FD01405AFEC0462...
Name: Geovette E. Washington
Title: Senior Vice Chancellor & Chief Legal Officer
University of Pittsburgh

Exhibit A

AKIRA KIRKPATRICK, VALERI NATOLI,
CANDACE N. GRAHAM, NICHOLAS BOWES,
AND CARLY SWARTZ,
*on behalf of themselves and all others similarly
situated,*
Plaintiffs,
v.
UNIVERSITY OF PITTSBURGH,
Defendant.

WHEREAS, Plaintiffs Akira Kirkpatrick, Valeri Natoli, Candance N. Graham, Nicholas Bowes, and Carly Swartz (together, “Plaintiffs” or “Named Plaintiffs”), individually and as representatives of the class defined below, and Defendant University of Pittsburgh (“Pitt” or “Defendant”) (and with Plaintiffs, the “Parties”) have entered into a Stipulation of Settlement that was stipulated to on April 11, 2025 (“Settlement Agreement”), which if approved, would resolve this class action (“Action”);

1

approval of the Settlement, directing that the Short Form Notice be disseminated to the class, and setting a hearing at which the Court will consider whether to grant final approval of the Settlement;

NOW, THEREFORE, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, upon the agreement of the Parties, and after consideration of the Settlement Agreement and its exhibits,

IT IS HEREBY ORDERED that:

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

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

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

4. The Court finds that, subject to the Final Approval Hearing, the Settlement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class Members defined below. The Court further finds that the Settlement substantially fulfills the purposes and objectives of the class action and provides substantial relief to the Settlement Class Members without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class Members; (c) meets all applicable requirements of law; and (d) is not a finding or admission of

liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

5. For purposes of the proposed Settlement only, the Court preliminarily finds and determines that the Action may proceed as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, and provisionally certifies the following Settlement Class:

All students who were enrolled in at least one in-person course(s) during the Spring 2020 semester at the University and any of its branch locations but had their course(s) moved to remote learning as a result of the COVID-19 pandemic, excluding (i) any person who properly executes and files a timely opt-out request to be excluded from the Settlement Class; and (ii) the legal representatives, successors or assigns of any such excluded person.

6. For purposes of the proposed Settlement only, the Court preliminarily finds and determines, pursuant to Rules 23(a) and 23(b) of the Federal Rules of Civil Procedure, as follows: (a) the members of the Settlement Class are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class, and those questions predominate over any individual questions; (c) the claims of Named Plaintiffs in the Action are typical of the claims of the Settlement Class; (d) Named Plaintiffs and Plaintiffs' Counsel will fairly and adequately protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for fairly and efficiently adjudicating the Action.

7. For purposes of the proposed Settlement only, the Court preliminarily appoints all Named Plaintiffs as Settlement Class Representatives.

8. For purposes of the proposed Settlement only, the Court preliminarily appoints Gary F. Lynch and Nicholas A. Colella of Lynch Carpenter, LLP, Jeffrey A. Klafter of Klafter Lesser LLP, and Paul Doolittle of Poulin | Willey | Anastopoulo, LLC as Class Counsel to act on behalf of the Settlement Class and the Settlement Class Representatives with respect to the Settlement. The Court preliminarily authorizes Class Counsel to enter into the Settlement on behalf

of the Settlement Class Representatives and the Settlement Class, and to bind them all to the duties and obligations contained therein, subject to final approval by the Court of the Settlement.

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

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

11. Within thirty (30) days after the entry of this Order, Pitt shall produce to the Settlement Administrator an electronic list from its records that includes the names, last known email address, and last known postal address, including personal email address and permanent postal address, to the extent available, belonging to all persons within the Settlement Class (“Settlement Class List”).

12. Within forty-five (45) days after the entry of this Order, the Settlement Administrator shall send to all persons listed on the Settlement Class List, via email, or by U.S. mail if an email address is not included on the Settlement Class List, or the email address is invalid, the Short Form Notice substantially in the form submitted to the Court.

13. No later than forty-five (45) days after the entry of this Order, and before the issuance of the Short Form Notice, the Settlement Administrator shall establish the Settlement Website, which shall include, when available, in downloadable format, the following: (i) the Long Form Notice; (ii) the Preliminary Approval Order; (iii) this Settlement Agreement (including all of its exhibits); (iv) a Question and Answer section agreed to by the Parties anticipating and

answering Settlement-related questions from prospective class members; (v) contact information for the Settlement Administrator and Class Counsel; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall allow Settlement Class Members to provide an updated mailing address to receive a paper check, or to elect to receive their Settlement Benefit via Venmo or PayPal.

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

15. No later than fifty (50) days following the entry of this Order, Pitt shall inform potential Settlement Class Members of the settlement by providing a link to the Settlement Website on a website hosted by Pitt.

16. The Court finds and determines that (a) emailing or mailing the Short Form Notice, (b) posting of the Long Form Notice on the Settlement Website, and (c) posting a link to the Settlement Website on Pitt's website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the Notices to all persons entitled to receive such Notices, and fully satisfy the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable laws and rules.

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

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

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

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

21. This Court will hold a hearing in the United States District Court for the Western District of Pennsylvania, Joseph F. Weis, Jr. U.S. Courthouse, Courtroom __, 700 Grant Street, Pittsburgh, PA 15219, at _____ on _____, 2025 (“Final Approval Hearing”), to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Settlement Class; (b) whether the proposed manner of distribution of the Net Settlement Fund should be approved as fair, reasonable, and adequate to the Settlement Class; (c) whether to approve the application of Class Counsel for an award of Attorneys’ Fees and Expenses; (d) whether to approve the payment of a Case Contribution Award to the Settlement Class Representatives; (e) whether a Final Judgment should be entered; and (f) any other matters that may properly be brought before the Court in connection with the Settlement. The Final Approval Hearing is subject to continuation or adjournment by the Court without further notice to the

Settlement Class. The Final Approval Hearing may be held in person, telephonically, or remotely via Zoom or other electronic platform without further notice. The Settlement Administrator shall post information about the Final Approval Hearing on the Settlement Website, and any interested persons should check the Settlement Website for any changes to the date of the Final Approval Hearing or the manner in which it will be held.

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

23. Any Settlement Class Member may object to the Settlement, the manner of distribution of the Net Settlement Fund, the application for Case Contribution Award, the Fee and Expense Award, or may appear at the Final Approval Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, why a Final Judgment should not be entered thereon, why the Case Contribution Award should not be approved, or why the Fee and Expense Award should not be approved. Any such objection must be in the form and manner required by the Long Form Notice.

24. No Settlement Class Member or other person will be heard on such matters unless they have postmarked no later than the Objection/Exclusion Deadline a written objection that: (a) states that the person objecting is a Settlement Class Member; (b) includes the name, address, email, and telephone number of the Settlement Class Member objecting; (c) is personally signed by the objecting Settlement Class Member; (d) contains a statement that includes all objections, states whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and states the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents relied upon); (e) includes

a statement of whether the objector intends to appear at the Final Approval Hearing, with or without counsel; and (f) is otherwise in the form and manner required by the Long Form Notice. Such written objections, briefs, papers, and statements must be filed with the Court, and copies must be delivered by mail, hand, or overnight delivery services at the same time to the following counsel:

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

-and-

Jeffrey A. Klafter
KLAFTER LESSER LLP
2 International Drive, Suite 350
Rye Brook, NY 10573

-and-

Paul Doolittle
POULIN | WILLEY | ANASTOPOULO, LLC
32 Ann Street
Charlestown, SC 29403

Class Counsel

Jeffrey Weimer
REED SMITH LLP
225 Fifth Avenue
Pittsburgh, PA 15222

Counsel for University of Pittsburgh

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

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

27. This Order shall constitute a “judicial order” within the meaning of the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g and 34 C.F.R. § 99.31(a)(9), sufficient to compel Pitt to provide the “Settlement Class List” regarding Settlement Class Members (*i.e.*, directory information, as FERPA defines that term) to the Settlement Administrator in accordance with this Order.

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

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

Further Matters

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

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

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

Dated: _____

Hon. William S. Stickman IV
United States District Judge

Exhibit A-1

[Header for Mailing or Subject Line for Email]:

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT CONCERNING TUITION AND MANADATORY FEES PAID TO THE UNIVERSITY OF PITTSBURGH FOR THE SPRING 2020 SEMESTER

THIS NOTICE HAS BEEN APPROVED BY A FEDERAL COURT AND IS NOT A SOLICITATION

PLEASE READ THIS NOTICE CAREFULLY. If you were enrolled in at least one in-person course during the Spring 2020 semester at the University of Pittsburgh (“Pitt”) or at any of its branch locations but had your course(s) moved to remote learning as a result of the COVID-19 pandemic, you are entitled to receive a payment as part of a proposed settlement of *Hickey et al. v. University of Pittsburgh*, Civil Action No. 2:20-cv-690-WSS (W.D. Pa.) (the “Action”), if the settlement is approved by the Court.

In this Action, Plaintiffs alleged that Pitt’s move to remote learning during the Spring 2020 semester required Pitt to issue a partial refund to its students of the tuition and the Mandatory Fees students were obligated to pay for the semester because Pitt breached the contract which existed between it and its students to provide an on-campus learning experience, or alternatively, because Pitt was unjustly enriched. Pitt denies all allegations of wrongdoing and there has been no finding of liability in any court. However, considering the interest of both Pitt and its students in a resolution of the matter, Pitt and Plaintiffs have agreed that Pitt will pay \$7,850,000 into a Settlement Fund to resolve the Action.

Am I Entitled to a Payment? If you were enrolled in at least one in-person course during the Spring 2020 semester at Pitt or any of its branch locations and had your course(s) moved to remote learning as a result of the COVID-19 pandemic, then **you are 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 if it is approved by the Court.**

How Do I Get a Payment? If the Court approves the settlement, your payment will be sent automatically by first class U.S. Mail to your last known permanent mailing address on file with Pitt. You may also visit the Settlement Website at www.PLACEHOLDER.com to: (a) provide an updated address for sending a check; or (b) elect to receive your Settlement Benefit by Venmo or PayPal instead of a paper check. If you decide to do either, you must do so no later than forty-five (45) days after the Effective Date of the settlement, which is not known yet, but will be some time after the Final Approval Hearing currently scheduled for [DATE]. The date will be set forth on the Settlement Website, when it is known.

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 Pitt’s transition to remote learning in the Spring 2020 semester, or joining any other action against Pitt related to Pitt’s transition to remote learning in the Spring 2020 semester.

How Much Will My Payment be? The balance of the Settlement Fund after paying notice and administrative expenses, attorneys' fees and expenses, and awards to the Settlement Class Representatives, as awarded by the Court will be known as the Net Settlement Fund. The Net Settlement Fund will be allocated to each Settlement Class Member based on the ratio of (a) the total amount of Spring 2020 Tuition and Mandatory Fees assessed to Settlement Class Members enrolled at the University during the Spring 2020 semester to (b) the total amount of Spring 2020 Tuition and Mandatory Fees assessed to each individual Settlement Class Member enrolled at the University during the Spring 2020 semester, less financial aid provided by the University, and less any refunds of Tuition and/or Mandatory Fees already distributed related to Spring 2020 semester. To the extent the distribution formula results in an individual payment amount of less than \$50, the payment amount will be adjusted upwards so that no Settlement Class Member shall receive less than \$50.

What Are My Other Options? If you do not want to participate in this proposed Settlement—meaning you do not want to receive your share of the Settlement, and you do not want to be bound by any judgment entered in this case—you may exclude yourself by mailing a signed opt-out request to the Settlement Administrator, which must be postmarked no later than [OPT-OUT DATE]. If you instead think the proposed Settlement is not fair, adequate, or reasonable, and/or to the amount of attorneys' fees or expenses, or Contribution Awards for the Settlement Class Representatives, sought by Class Counsel is not reasonable, you may submit an objection, which also must be postmarked no later than [OBJECTION DATE]. Please follow the detailed instructions outlined in the Long Form Notice and the Settlement Agreement, which can both be found at www.PLACEHOLDER.com, to properly submit an opt-out request, or submit an objection. If you request to be excluded from the case, you may not also submit an objection.

What Happens Next? The Court has preliminarily approved the proposed Settlement, but the distribution of payments will occur only if and after the Court grants final approval of the proposed Settlement. The Final Approval Hearing in this case is scheduled for [DATE]. At that hearing, the Court will consider whether to grant final approval of the proposed Settlement, and whether to approve payment from the Settlement Fund of: (1) awards to the Settlement Class Representatives of \$5,000 each for their contributions to this litigation; and (2) Class Counsel's request for attorneys' fees, which will not exceed thirty-three and one-third percent of the Settlement Fund and request for reimbursement of reasonable expenses. The motion for approval of these attorneys' fees and expenses will be posted on the Settlement Website on [DEADLINE FOR MOTION FOR FEES AND EXPENSES].

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

If you have any questions, you can contact the following Class Counsel: Nicholas A. Colella at Lynch Carpenter, LLP, (412) 322-9243, Jeffrey A. Klafter of Klafter Lesser LLP, (914) 934-9200, or Paul Doolittle at Poulin | Willey | Anastopoulo, LLC, (843) 614-8888.

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

Exhibit A-2

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

Hickey et al. v. University of Pittsburgh, Civil Action No. 2:20-cv-690-WSS (W.D. Pa.)

ATTENTION: ALL STUDENTS WHO WERE ENROLLED IN AT LEAST ONE IN-PERSON COURSE DURING THE SPRING 2020 SEMESTER AT THE UNIVERSITY OF PITTSBURGH (“PITT”) AND ANY OF ITS BRANCH LOCATIONS BUT HAD YOUR COURSE(S) MOVED TO REMOTE LEARNING AS A RESULT OF THE COVID-19 PANDEMIC

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 e-mail, you have been identified as a person who is a member of the settlement class in this lawsuit, and the proposed settlement of this lawsuit, if approved by the Court, will provide you with a cash benefit but will also affect your legal rights. You should read this Notice carefully.

If you were enrolled in at least one in-person course during the Spring 2020 semester at Pitt but had your course(s) moved to remote learning, you are part of the proposed settlement class (a “Settlement Class Member”).

The purpose of this Notice is to inform Settlement Class Members of a proposed Settlement relating to a class action lawsuit brought by Plaintiffs, who were all students at Pitt during the Spring 2020 semester, against Pitt, on behalf of other similarly situated students at Pitt that semester. The case is captioned *Hickey et al. v. University of Pittsburgh*, Civil Action No. 2:20-cv-690-WSS (W.D. Pa.) (the “Action”).

In this Action, Plaintiffs alleged that Pitt’s move to remote learning during the Spring 2020 semester required the University to issue a partial refund to its students of the tuition and the Mandatory Fees students were obligated to pay for the semester because Pitt breached the contract which existed between it and its students to provide an on-campus learning experience, or alternatively, because Pitt was unjustly enriched. Pitt denies all allegations of wrongdoing and there has been no finding of liability in any court. However, considering the interest of both Pitt and its students in a resolution of the matter, Pitt and Plaintiffs have agreed that Pitt will pay \$7,850,000 into a Settlement Fund to resolve the Action.

The terms of the proposed Settlement are set forth in a Settlement Agreement, which is available on this Settlement Website. The proposed Settlement summarized in this Notice 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 if you choose to be heard.

**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	If the Settlement is approved by the Court, your payment will be sent automatically by first class U.S. Mail to your last known permanent mailing address on file with Pitt. Settlement Class Members will also have the option, but are not required, to visit the Settlement Website at www.PLACEHOLDER.com to: (a) provide an updated address for sending a check; or (b) elect to receive their 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 from the Settlement and you will keep any individual claims you may have against Pitt relating to the transition to remote learning in the Spring 2020 semester. Be aware, the statute of limitations may impact your ability to file a lawsuit. For more detailed opt-out instructions, see Answer 11 below.	Postmarked no later than OPT-OUT DEADLINE
OBJECT TO THE PROPOSED SETTLEMENT	You can file an objection with the Court explaining why you believe the Court should not approve the proposed Settlement and/or want to object to any attorneys’ fees or expenses, or Contribution Awards for the Settlement Class Representatives, you may submit an objection. If your objection is overruled by the Court and the proposed Settlement is approved, then you would receive your Settlement Benefit. 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 submit an	Postmarked no later than OBJECTION DEADLINE

	objection. For more detailed objection instructions, see Answer 12 below.	
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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 a putative class action, meaning that the action was brought by Plaintiffs on their own behalf and on behalf of other Pitt students enrolled in the Spring 2020 semester at Pitt. Plaintiffs asserted claims for breach of contract and unjust enrichment. With the help of an experienced private mediator, the Parties came to the proposed Settlement.

2. Why did I receive Mail and/or Email Notice of this lawsuit?

If you received notice of this lawsuit by mail or email, it is because Pitt’s records indicate that you were enrolled at Pitt (or one of its branch campuses) in at least one in-person course during the Spring 2020 semester and were transitioned to on-line learning as a result of the COVID-19 pandemic. The Court directed that this notice be made available to all potential Settlement Class Members because each member has a right to notice of the proposed Settlement and the options available to them before the Court decides whether to approve the proposed Settlement.

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

If you were enrolled in at least one in-person course(s) during the Spring 2020 semester at Pitt but had your course(s) moved to remote learning, then you 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 job of Plaintiffs (here, appointed by the Court to serve as Settlement Class Representatives) and their counsel (here, appointed by the Court to serve as Class Counsel) 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.

Pitt denies the claims asserted and believes that its actions were proper and in accordance with the terms of its policies, agreements, and applicable law. Pitt denies that its actions give rise to any claim by the Settlement Class Representatives or any Settlement Class Members. However,

given the benefit Pitt and Settlement Class Members will receive from a negotiated settlement and prompt resolution of the case, Pitt considers it desirable to resolve the Action.

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

The Court must decide that the proposed Settlement is fair, reasonable, and adequate before it will approve the proposed Settlement. At this time, the Court has already reviewed and decided to grant preliminary approval of the proposed Settlement, after which notice was disseminated to Settlement Class Members. The Court will make a final decision regarding the proposed Settlement at a Final Approval Hearing, which is currently scheduled for [DATE], 2025. See paragraph 22 below for more information regarding the Final Approval Hearing.

YOUR OPTIONS

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

If you are a Settlement Class Member, you have three options with respect to this proposed Settlement: (1) do nothing and be entitled 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 are a Settlement Class Member, do nothing, and the proposed Settlement is approved by the Court, you will be entitled to participate in the proposed Settlement and to receive the Settlement Benefit allocated to you according to the terms of the proposed Settlement. Your payment will be sent automatically by first class U.S. Mail to your last known permanent mailing address on file with Pitt. Settlement Class Members will also have the option, but are not required, to visit the Settlement Website at www.PLACEHOLDER.com to: (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These actions must be taken no later than forty-five (45) days after the Effective Date, as defined in the proposed Settlement. That date is not known yet but will be posted on the Settlement Website when it is known. It will be some time after the Final Approval Hearing currently scheduled for [DATE].
- b. If you would like to opt out or object to the proposed Settlement, your request must be postmarked no later than OPT-OUT DEADLINE.

8. How do I decide which option to choose?

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

Spring 2020 semester. Be aware that the statute of limitations may impact your ability to bring your own lawsuit.

If you believe the proposed Settlement is unreasonable, unfair, or inadequate and that the Court should not approve the proposed Settlement, and/or the amounts of attorneys' fees or expenses, or Contribution Awards for the Settlement Class Representatives, you may want to consider submitting an objection. The Court will decide if your objection is valid. If the Court agrees, then the proposed Settlement may not be approved or the amount of attorneys' fees and expenses and Contribution Awards sought may be determined to be less than requested. 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 the final approval order.

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

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

OPTING OUT OF THE PROPOSED SETTLEMENT

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

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

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

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

- a. include a statement requesting to opt out of the Settlement Class;
- b. be personally signed by you;

- c. include your name, address, and either a telephone number or email address; and
- d. include the caption for the Action: *Hickey, et al. v. University of Pittsburgh*, Civil Action No. 2:20-cv-690-WSS (W.D. Pa.).
- e. be postmarked no later than OPT-OUT DEADLINE.

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

A request to opt out of the proposed Settlement must be done on an individual basis. A 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 AND/OR AWARD REQUESTS

12. How do I object to the proposed Settlement and/or award requests?

You can object to the proposed Settlement, or any part of it, and/or to the amount of attorneys' fees or expenses, or Contribution Awards for the Settlement Class Representatives, so long as you do not opt out of the proposed Settlement, as only Settlement Class Members have the right to submit an objection. To have your objection considered by the Court at the Final Approval Hearing, your objection must:

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

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

Clerk of Court	Settlement Administrator	Class Counsel	Pitt's Counsel
<p>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</p>	<p>[insert]</p>	<p>LYNCH CARPENTER, LLP Attn: Nicholas A. Colella 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222</p> <p>KLAFTER LESSER LLP Attn: Jeffrey A. Klafter 2 International Drive, Suite 350 Rye Brook, NY 10573</p> <p>POULIN WILLEY ANASTOPOULO, LLC Attn: Paul Doolittle 32 Ann Street Charleston, SC 29403</p>	<p>REED SMITH LLP Attn: Jeffrey M. Weimer Reed Smith Centre, 225 Fifth Avenue Pittsburgh, PA 15222</p>

13. What happens if I submit an objection to the Settlement?

If you submit an objection to the 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 to 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 not to approve it. If you object to the proposed Settlement and the proposed Settlement is ultimately approved, then you are entitled to a payment from the Settlement and will release any claims related to Pitt's transition to remote learning in the Spring 2020 semester. Opting out of the proposed Settlement, however, is telling the Court that you do not want to be a part of the proposed Settlement if it is approved, you do not want to receive a payment, and you will not release claims you might have against Pitt 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 \$7,850,000.

As discussed in more detail below, attorneys' fees and costs, contribution awards for the Settlement Class Representatives, and notice and administrative fees (the costs of the 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 attorneys' fees of not more than thirty-three and one-third percent of the Settlement Fund and will request that Class Counsel be reimbursed for their out-of-pocket litigation costs incurred in litigating the Action. Class Counsel must submit their request for attorneys' fees and expenses to the Court by DEADLINE FOR MOTION FOR FEES, at which point the specific amount of the requested attorneys' fees and expenses, as well as

Class Counsel's motion, will be published on the Settlement Website at www.PLACEHOLDER.com. The Court will then decide the amount of the attorneys' fees and expenses 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, Akira Kirkpatrick, Valeri Natoli, Candance N. Graham, Nicholas Bowes, and Carly Swartz, be each paid an award in the amount of no more than \$5,000 each, in recognition for 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 \$150,000. In the event that such expenses exceed \$150,000, such additional amounts shall be paid only after approval by both Class Counsel and Pitt's Counsel and the Court.

20. How much will my payment be?

The balance of the Settlement Fund after paying notice and administrative expenses, attorneys' fees and expenses, and awards to the Settlement Class Representatives, as awarded by the Court will be known as the Net Settlement Fund. The Net Settlement Fund will be allocated to each Settlement Class Member based on the ratio of (a) the total amount of Spring 2020 Tuition and Mandatory Fees assessed to Settlement Class Members enrolled at the University during the Spring 2020 semester to (b) the total amount of Spring 2020 Tuition and Mandatory Fees assessed to each individual Settlement Class Member enrolled at the University during the Spring 2020 semester, less financial aid provided by the University, and less any refunds of Tuition and/or Mandatory Fees already distributed related to Spring 2020 semester. To the extent the distribution formula results in an individual payment amount of less than \$50, the payment amount will be adjusted upwards so that no Settlement Class Member shall receive less than \$50.

21. When will I receive my payment?

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

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on HEARING DATE at the United States District Court for the Western District of Pennsylvania, Joseph F. Weis, Jr. U.S. Courthouse, 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 expenses and the amount of the contribution awards 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.PLACEHOLDER.com. The date and time of the Final Approval Hearing may change without further notice. Please check the Settlement Website for updates.

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

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

24. May I speak at the Final Approval Hearing?

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

THE LAWYERS REPRESENTING THE CLASS

25. Do I have a lawyer in this case?

The Court has ordered that Gary F. Lynch and Nicholas A. Colella of Lynch Carpenter, LLP, Jeffrey A. Klafter of Klafter Lesser LLP, and Paul Doolittle of Poulin | Willey | Anastopoulos, LLC 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, as ordered by the Court.

27. Who determines what the attorneys' fees and expenses will be?

Class Counsel will file an application for attorneys' fees, which shall not exceed thirty-three and one-third percent of the Settlement Fund, plus their out-of-pocket litigation costs, and will specify the amount being sought. Class Counsel must submit its request to the Court by DEADLINE FOR

MOTION FOR FEES, which will be published on the Settlement Website at www.PLACEHOLDER.com.

GETTING MORE INFORMATION

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

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

For more information, you may also contact Class Counsel:

LYNCH CARPENTER, LLP

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

KLAFTER LESSER LLP

Attn: Jeffrey A. Klafter
2 International Drive, Suite 350
Rye Brook, NY 10573
(914) 934-9200

**POULIN, WILLEY,
ANASTOPOULO, LLC**

Attn: Paul J. Doolittle
32 Ann Street
Charleston, SC 29403
(800) 777-7777

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