

IN THE COURT OF COMMON PLEAS OF
LYCOMING COUNTY, PENNSYLVANIA

MICHAEL JAMES LAWSON, JR. AND
TARA LAWSON
*, on behalf of themselves and all others similarly
situated,*

Plaintiffs,

v.

PENNSYLVANIA COLLEGE OF
TECHNOLOGY,

Defendant.

Case No. 21-1134

FILED
LYCOMING COUNTY
2025 JUL 14 PM 12:43
THOMAS D. HEAP
PROTHONOTARY

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT AGREEMENT, CERTIFYING
SETTLEMENT CLASS, APPOINTING CLASS REPRESENTATIVES,
APPOINTING CLASS COUNSEL, AND APPROVING NOTICE PLAN**

WHEREAS, a class action is pending before the Court in the instant case; and

WHEREAS, Plaintiff Michael James Lawson, Jr., individually and on behalf of all
others similarly situated, and Defendant Pennsylvania College of Technology have entered
into a Class Action Settlement Agreement, which, together with the exhibits attached
thereto, sets forth the terms and conditions for a proposed settlement and dismissal of this
Action with prejudice as to Defendant and the Settlement Class upon the terms and
conditions set forth therein the Settlement Agreement ("Agreement"), and the Court having
read and considered the Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the Parties, good cause
being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Order shall have the same meaning as ascribed to them

in the Agreement.

2. The Parties have moved the Court for an order approving the settlement of the Action in accordance with the Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice, and the Court having read and considered the Agreement and having heard the Parties and being fully advised in the premises, hereby preliminarily approves the Agreement in its entirety subject to the Final Approval Hearing referred to in Paragraph 5 of this Order.

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

4. The Court finds that, subject to the Final Approval Hearing, the Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class set forth below. The Court further finds that the Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds, for settlement purposes only, that the Agreement: (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) meets all applicable requirements of law, including Pennsylvania Code Rule 1714 and (d) is not a finding or admission of liability by the Defendant or any other person or entity, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

Final Approval Hearing

5. The Final Approval Hearing shall be held before this Court on

DECEMBER 12, 2025, at 2:30 PM. [suggested date of 120 days or more after entry of this Order]

At the Court of Common Pleas of Lycoming County, Pennsylvania, 48 W. Third Street, ~~###~~ ^{Courthouse #2}
~~Floor~~, Williamsport, PA 17701 to determine (a) whether the proposed settlement of the Action
on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and
adequate and should be given final approval by the Court; (b) whether a judgment and order of
dismissal with prejudice should be entered in the Actions; (c) whether to approve the Fee and
Expense Award; and (d) whether to approve the Class Representative Award. The Court may
adjourn the Final Approval Hearing without further notice to members of the Settlement Class.

6. Class Counsel shall file papers in support of their Fee and Expense Award
and the Class Representatives Awards (collectively, the "Fee Petition") with the Court
on or before fourteen (14) days before the Opt-Out and Objection Date.

7. Papers in support of final approval of the Agreement and any
supplementation to the Fee Petition shall be filed with the Court on or before
ten (10) days prior to the Final Approval Hearing.

Certification of the Settlement Class

8. For purposes of settlement only: (a) Poulin Willey Anastopoulo, LLC and
Carpey Law P.C. are appointed Class Counsel for the Settlement Class; and (b) Michael
James Lawson, Jr. is named Settlement Class Representative. The Court finds that these
attorneys are competent and capable of exercising the responsibilities of Class Counsel
and that Plaintiff Lawson will adequately protect the interests of the Settlement Class
defined below.

9. For purposes of settlement only, the Court conditionally certifies the

following Settlement Class as defined in the Settlement Agreement:

[A]ll students enrolled in at least one in-person, on-campus class at the College during the Spring 2020 semester who paid or were obligated to pay Tuition and/or Mandatory Fees (including any Facility Improvement Fee, Lab Instruction Fee, Health Services Fee and/or Student Activity Fee) for that semester.

Excluded from the Settlement Class are students who received scholarship and/or grant aid disbursed by the College that equaled or exceeded their Tuition and Mandatory Fee obligations for the Spring 2020 semester; Defendant; Defendant's officers, directors, agents, trustees, representatives, employees, principals, servants, partners, joint venturers, and/or entities controlled by Defendant.

10. The Court finds, subject to the Final Approval Hearing referred to in Paragraph 5, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and for the purposes of settlement only, that the Settlement Class satisfies the requirements of Pennsylvania Code Rule 1714 specifically, that: the Settlement Class is so numerous that joinder of all members is impracticable; there are questions of fact and law common to the Settlement Class; the claims of the Settlement Class Representative are typical of the claims of the members of the Settlement Class; the Class Representatives and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; common questions of law or fact predominate over questions affecting individual members; and a class action is a superior method for fairly and efficiently adjudicating the Action.

11. If the Settlement Agreement does not receive the Court's final approval, or if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of settlement class certification shall be vacated.

Notice and Administration

12. The Court approves, as to form, content, and distribution, the Notice Plan set forth in the Settlement Agreement, including all forms of Notice to the Settlement Class as set forth in the Agreement and Exhibits A, B, C, and D thereto (the "Notice Forms"). The Notice Plan shall be commenced by thirty (30) days after entry of this Order, as outlined in Section 4.2 of the Settlement Agreement. The Court finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Pennsylvania Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of this action, the terms of the Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Agreement is necessary in this Action. The Parties, by agreement, may revise the Notice Forms in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

13. The Court approves the request for the appointment of A.B. Data as Claims Administrator of the Agreement.

14. Pursuant to Section 4 of the Agreement, the Claims Administrator is directed to publish the Notice Forms on the Settlement Website and to send direct notice via U.S. Mail and email, in accordance with the Notice Plan called for by the Agreement. The Claims Administrator shall also maintain the Settlement Website to provide full information about the Settlement.

Requests for Exclusion from Class

15. Any person falling within the definition of the Settlement Class may, upon valid and timely request, exclude themselves or Opt-Out from the Settlement Class. Any such person may do so if, on or before the Opt-Out and Objection Date, which the Court orders to be set as forty-five (45) days after dissemination of the Notice, they comply with the exclusion procedures set forth in the Agreement and Notice. Any Settlement Class Members so excluded shall neither be bound by the terms of the Agreement nor entitled to any of its benefits.

16. Any members of the Settlement Class who elect to exclude themselves or Opt-Out of the Agreement must file a written request with the Claims Administrator, received or postmarked no later than the Opt-Out and Objection Date. The request for exclusion must comply with the exclusion procedures set forth in the Agreement and Notice and include the Settlement Class Member's name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for the purposes of this Settlement. Each request for exclusion must be submitted individually. So called "mass" or "class" opt-outs shall not be allowed.

17. Individuals who Opt-Out of the Settlement Class relinquish all rights to benefits under the Agreement and will not release their claims. However, members of the Settlement Class who fail to submit a valid and timely request for exclusion shall be bound by all terms of the Agreement and the Final Judgment, regardless of whether they subsequently requested to Opt-Out from the Agreement.

Appearances and Objections

18. At least twenty-one (21) calendar days before the Final Approval

Hearing, any person who falls within the definition of the Settlement Class and who does not request exclusion from the Settlement Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Member who does not enter an appearance will be represented by Class Counsel.

19. Settlement Class Members who have not timely filed a request to Opt-Out may object to the fairness, reasonableness, or adequacy of the Agreement or to a Final Judgment being entered dismissing the Actions with prejudice in accordance with the terms of the Agreement, or the Fee Petition. At least fourteen (14) days prior to the Opt-Out and Objection Date, papers supporting the Fee and Expense Award shall be filed with the Court and posted to the Settlement Website. Members of the Settlement Class may object on their own or may do so through separate counsel at their own expense.

20. To object, members of the Class must sign and file a written objection no later than on or before the Opt-Out and Objection Date, which the Court orders to be set as 45 days after dissemination of Notice. To be valid, the objection must comply with the objection procedures set forth in the Agreement and Notice. Specifically, the objection must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption. Class Counsel and Defendant's Counsel may petition the Court for discovery of any objector to determine whether the objector has standing as a Settlement Class Member.

21. Members of the Class who fail to file and serve timely written objections in compliance with the requirements of this Paragraph and the Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Agreement or to any of the subjects listed in Paragraph 5, above, (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered in the Action; (c) whether to approve the payment of the Fee and Expense Award Class Counsel; and (d) whether to approve the payment of the Class Representative Award.

22. To be valid, objections by persons represented by counsel must be filed electronically on the docket. *Pro se* objectors may mail their objections to the Court, with a copy also sent to Class Counsel Paul J. Doolittle of Poulin Willey Anastopoulo, LLC at 32 Ann Street, Charleston, South Carolina 29403 and Defendant's Counsel James Morsch, Saul Ewing, LLP; 161 North Clark, Suite 4200, Chicago, Illinois 60601.

Further Matters

23. All further proceedings in the Action are ordered stayed until Final

Judgment or termination of the Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Agreement.

24. Members of the Settlement Class shall be bound by all determinations and judgments concerning the Agreement and Final Approval of same, whether favorable or unfavorable.

25. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Agreement. The Court may approve the Agreement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

26. Any Settlement Class Member who does not timely and validly request exclusion from the Settlement Class pursuant to Paragraphs 15-17 hereto: (a) shall be bound by the provisions of the Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the Final Judgment, and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (b) shall forever be barred and enjoined from directly or indirectly filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of the Released Claims against any of the Defendant and the other Released Parties, as more fully described in the Agreement.

27. Pursuant to this Order:

- a. The Notice Plan shall be commenced by thirty (30) days after entry of this Order, as outlined in Section 4.2 of the Agreement.

- b. Class Counsel shall file papers in support of their Fee Petition with the Court on or before 14 days prior to the Opt-Out and Objection Date.
- c. Objections shall be filed in accordance with Paragraph 20 of this Order on or before forty-five (45) days after the dissemination of the Notice.
- d. Requests for Exclusion shall be submitted in accordance with Paragraph 16 of this Order on or before forty-five (45) days after dissemination of Notice.
- e. Papers in support of final approval of the Agreement and any supplementation to the Fee Petition shall be filed with the Court on or before ten days prior to the Final Approval.
- f. The Final Approval Hearing shall be held before this Court no less than ninety (90) days after the Short Form Notice is disseminated at the Court of Common Pleas of Lycoming County, Pennsylvania, 48 W. Third Street, 4th Floor, Williamsport, PA 17701.

IT IS SO ORDERED, this 14th day of July, 2025.

A handwritten signature in black ink, appearing to be "R. R. [unclear]", is written over a horizontal line.