

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Michael James Lawson Jr., et al. v. Pennsylvania College of Technology, No. 21-1134 (Court of Common Pleas of Lycoming County, Pennsylvania)

For more information, visit www.PennCollegeCovidSettlement.com.

PLEASE READ THIS NOTICE CAREFULLY. IF YOU ATTENDED PENNSYLVANIA COLLEGE OF TECHNOLOGY DURING THE SPRING 2020 SEMESTER, YOU MAY BE ELIGIBLE TO RECEIVE CASH COMPENSATION FROM A CLASS ACTION SETTLEMENT. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.

The Court of Common Pleas of Lycoming County, Pennsylvania authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

WHY DID I GET THIS NOTICE?

- A Settlement has been reached in a class action lawsuit between Defendant Pennsylvania College of Technology (“Defendant” or “Penn College”) and Plaintiffs Michael James Lawson, Jr. and Tara Lawson who allege that they and the Settlement Class Members ¹ are entitled to partial refunds of tuition and fees for the Spring 2020 Semester because Penn College transitioned to remote learning in March 2020 in response to the COVID-19 pandemic. The case is *Lawson, et al. v. Pennsylvania College of Technology*, Case No. 21-1134, Court of Common Pleas of Lycoming County, Pennsylvania (the “Lawsuit”). The proposed Settlement is not an admission of wrongdoing by Penn College, and Penn College denies all allegations of wrongdoing and disclaims all liability with regard to all claims in the Lawsuit. Penn College also maintains that it transitioned to remote instruction to protect the health of its students, faculty, and staff and in compliance with mandatory government shutdown orders, and settled this lawsuit to avoid further litigation. The Court has granted preliminary approval of the Settlement. The Court has not decided who is right.
- You are a member of the Settlement Class if you were a Penn College undergraduate or graduate student enrolled in at least one in-person, on-campus class the Spring 2020 Semester who did not withdraw by March 18, 2020, for whom any amount of tuition and/or fees was paid to Penn College from any source other than a scholarship, grant, or tuition remission from Penn College, and whose tuition or fees have not been fully refunded by Penn College. But you are not a Settlement Class Member if you opt out of the Settlement, or if you received a full scholarship, grant or tuition remission from Penn College and thus did not pay any tuition or fees for the Spring 2020 semester.
- Under the Settlement Agreement, Penn College will pay \$1,850,000. Some of that will go to Class Counsel for attorneys’ fees and expenses, a class representative award, and the costs of administering the settlement. What remains of the \$1,850,000 will be divided equally among the approximately 3,800 Settlement Class Members. Settlement Class Members do not need take any action to receive their shares of the payment. Settlement Class Members will automatically receive their shares by check mailed to the Settlement Class Member’s last known mailing address.

¹ Unless defined in this Notice, definitions for terms used in this Notice can be found in the Settlement Agreement available at www.PennCollegeCovidSettlement.com.

QUESTIONS? VISIT www.PennCollegeCovidSettlement.com

Alternatively, if they prefer to receive their share digitally by Venmo or PayPal, or wish to update their mailing address for mailing of a check, they may visit the Settlement Website to complete an election form to provide their updated mailing address, or to request a digital payment instead of a paper check.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Settlement Class Members who do nothing automatically receive a payment by check after the Effective Date to the student's last known mailing address as reflected in Penn College's records. You will give up any rights you may have to sue Penn College about the issues in the Lawsuit.
CHANGE YOUR PAYMENT OPTIONS	Settlement Class Members may visit www.PennCollegeCovidSettlement.com to (a) provide an updated address for sending a check or (b) elect to receive the payment digitally by Venmo or PayPal instead of a check.
EXCLUDE YOURSELF	You will not receive a payment, but you will retain any rights you have to sue Penn College about the issues in the Lawsuit.
OBJECT	Write to the Court explaining why you don't like the Settlement. If the Court approves the Settlement, you will be bound by the Court's decision and the Settlement Agreement.
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement.

These rights and options—and the deadlines to exercise them—are explained in this Notice. Please review this Notice carefully.

The Court presiding over the Lawsuit still has to decide whether to approve the Settlement. The payment made available by this Settlement will be provided only if the Court approves the Settlement and after any issues with the Settlement are resolved. Please be patient.

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit alleges that students who were enrolled in at least one in-person, on-campus class at Penn College for the Spring 2020 semester are entitled to partial refunds of tuition and fees because Penn College transitioned to remote learning in March 2020 in response to the COVID-19 pandemic. Penn College denies each and every allegation of wrongdoing, liability, and damages asserted, and denies that the claims in the Lawsuit would be appropriate for class treatment if the litigation proceeded through trial. Penn College also maintains that it transitioned to remote instruction to protect the health of its students, faculty, and staff and in compliance with mandatory government shutdown orders, and settled this lawsuit to avoid further litigation.

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The Amended Complaint, the Settlement Agreement, and other case-related documents are available on the Settlement Website, accessible at www.PennCollegeCovidSettlement.com.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which one or more persons called a “Class Representative” sues on behalf of people with similar claims. These people together are a “Settlement Class” or “Settlement Class Members.”

The Settlement, if finally approved by the Court, resolves all issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

The Plaintiff and Penn College have determined that it is in their best interests to settle the Lawsuit to avoid the expenses and uncertainties associated with continued litigation. This Settlement resolves all claims asserted in the Lawsuit against Penn College and its affiliated persons and entities. The Plaintiff and the attorneys for the Settlement Class believe the proposed settlement is in the best interests of the Class. The Settlement is not an admission of wrongdoing by Penn College and does not imply that there has been, or would be, any finding that Penn College violated any law if the Lawsuit were to move forward. Penn College denies each and every allegation of wrongdoing and liability in the Lawsuit. The Court did not reach a decision on the merits of the Lawsuit. The Court has preliminarily approved the Settlement and ordered that this Notice be provided to explain it. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this Lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that Settlement Class Members receive this Notice and have the opportunity to exclude themselves from the Settlement Class or to voice their support for or opposition to final approval of the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the Lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if you were a Penn College undergraduate or graduate student enrolled in at least one in-person, on-campus class in the Spring 2020 Semester who did not withdraw by March 18, 2020, for whom any amount of tuition and/or fees was paid to Penn College from any source other than a scholarship, grant, or tuition remission from Penn College, and whose tuition or fees have not been fully refunded by Penn College. Excluded from the Settlement Class are (1) any Judge presiding over this Action and members of their families; (2) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, and attorneys; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; (4) the legal representatives, successors or assigns of any such excluded persons; and (5) Penn College undergraduate or graduate students that received a full scholarship, grant or tuition remission from Penn College and thus did not pay any tuition or fees for the Spring 2020 Semester. You are not a Settlement Class Member if you opt out of the Settlement, or if you received a full scholarship, grant, or tuition remission from Penn College and thus did not pay any tuition or fees for the Spring 2020 semester.

WHAT ARE MY OPTIONS?

- (1) Receive Payment By Check or Elect to Have Your Payment Made Digitally.**

QUESTIONS? VISIT www.PennCollegeCovidSettlement.com

The \$1,850,000 Settlement Fund, minus any attorneys' fees and expenses for Plaintiff's counsel (addressed below), an award for the Settlement Class Representative of up to \$7,500, and the costs of administering the settlement will be divided equally among all Settlement Class Members. You will not need to take any action to receive your share of the Settlement. Settlement Class Members will automatically receive their shares by check mailed to the Settlement Class Member's last known mailing address as reflected in Penn College's records. Alternatively, if they prefer to receive their share digitally by Venmo or PayPal, they may visit the Settlement Website to request a digital payment. With respect to any checks not cashed within 180 days of issuance, or digital payments not successfully redeemed on the first attempt by Settlement Class Members, the Settlement Administrator may attempt to re-mail the checks or reissue the digital payments to those who did cash their checks and/or those who successfully redeemed their digital payments, unless the expense of doing so is more than the amount of funds for checks not cashed and electronic payments not successfully redeemed.

(2) Exclude Yourself ("Opt Out" of the Settlement).

You may exclude yourself from the Settlement. If you do so, you will not receive a share of the Settlement Fund. You will not release any claims you may have against Penn College and the Released Parties (as that term is defined in the Settlement Agreement, available for review at www.PennCollegeCovidSettlement.com), and you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator at Penn College Covid Settlement, P.O. Box 173047, Milwaukee, WI 53217, postmarked by **October 27, 2025**. Your request to be excluded from the Settlement must be personally signed by you and contain a statement that indicates your desire to be excluded from the Settlement Class in *Lawson, et al. v. Pennsylvania College of Technology*. The request should also include your full name, address, telephone number(s), and email address, and identify the case name *Lawson, et al. v. Pennsylvania College of Technology*; 21-1134, in the Court of Common Pleas of Lycoming County, Pennsylvania.

You cannot ask to be excluded by phone or on the Settlement Website. You may opt out of the Settlement Class only for yourself; you may not opt others out of the Settlement Class on a class or representative basis.

(3) Object to the Settlement.

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. You cannot ask the Court for a different settlement; the Court can only approve or reject the Settlement. If the Court does not approve the Settlement, no payments will be sent out, and the lawsuit will continue.

To object, you must file a written objection with the Court, which includes the following information:

- A statement confirming that you are a Settlement Class Member;
- Your name, address, email address, and telephone number;
- A personal signature from you, the Settlement Class Member;
- A statement that identifies the substance of all objections, states whether each objection applies to only you, to a subset of the Settlement Class, or to the entire Settlement Class, and provides the specific reasons for all objections, including any legal arguments and evidentiary support (including copies of any documents you rely upon); and
- A statement whether you intend to appear and seek to be heard at the Final Approval Hearing, with or without counsel.

QUESTIONS? VISIT www.PennCollegeCovidSettlement.com

IF YOU DO NOT TIMELY AND VALIDLY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

If you file and serve a written objection and statement of intent to appear, you may appear at the Final Approval Hearing, either in person or through your personal counsel hired at your own expense, to object to the fairness, reasonableness, or adequacy of the Settlement.

If you wish to object, you must file your objection with the Court (using the Court's electronic filing system or in any manner in which the Court accepts filings) no later than **October 27, 2025**. You must also send a copy of your objection to by mail, hand, or overnight delivery service (or by operation of the Court's CM/ECF system) to Class Counsel (specifically Paul J. Doolittle of Poulin Willey Anastopoulos LLC, 32 Ann Street, Charleston, South Carolina 29403) and the attorneys representing Penn College (Saul Ewing LLP, Centre Square West, 1500 Market Street, 38th Floor, Philadelphia, Pennsylvania 19102), postmarked no later than **October 27, 2025**.

If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by **October 27, 2025**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection. If you object and the Settlement is approved, you will still be entitled to receive benefits under the Settlement, and will be bound by the terms of the Settlement.

COMPENSATION TO CLASS COUNSEL AND THE NAMED PLAINTIFF

Settlement Class Representative Compensation. The Court may award reasonable compensation to the Class Representative for his service in the case, not to exceed Seven Thousand Five Hundred Dollars (\$7,500), which shall come from the Settlement Fund. Any such Court-ordered compensation shall be paid within sixty (60) days after the Effective Date.

Class Counsel Attorneys' Fees and Expenses. The attorneys who brought the lawsuit (listed below) will ask the Court to award them attorneys' fees not to exceed 33.3% of the Settlement Fund (\$616,666.66) for the time and effort expended in investigating the facts, conducting the litigation, and negotiating the Settlement, as well as reimbursement of litigation expenses incurred through the date of the application for attorneys' fees and expenses, plus a reasonable estimate of additional expenses likely to be incurred through the Effective Date (the "Fee and Expense Award"). Class Counsel's motion for a Fee and Expense Award and Class Representative Award will be filed with the Court and made available on the Settlement Website no later than **October 10, 2025**. The Fee and Expense Award shall be payable by the Settlement Administrator from the Settlement Fund within thirty (30) business days after entry of the Court's Final Judgment.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against Penn College or any of its affiliated persons and entities about the issues in the Lawsuit. This specifically includes any claim for breach of contract or any tort, common law, or statutory claim arising out of or in any way allegedly related to Penn College tuition and/or fees paid or incurred by or on behalf of any Settlement Class Member in connection with the Spring 2020 Semester. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.PennCollegeCovidSettlement.com. *The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully.* If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHEN WILL I RECEIVE MY CASH PAYMENT?

Cash payments will be distributed after the Court grants Final Approval to the Settlement. The Parties cannot accurately predict when (or whether) the Court will grant Final Approval to the Settlement, or whether there may be appeals from that order that take additional time to resolve, so please be patient. Settlement Class Members will receive their payment within sixty (60) days after the Effective Date.

Updated information about the case will be made available at www.PennCollegeCovidSettlement.com or you can call the Settlement Administrator toll-free at (877) 411-4770, or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already granted Preliminary Approval of the Settlement. A final hearing on the Settlement, called a final approval or fairness hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Settlement Class for settlement purposes, and will hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees and expenses and a Class Representative Awards for the Plaintiff. The Court will hold the Final Approval Hearing on **December 12, 2025, at 2:30 p.m. ET**, at the Court of Common Pleas of Lycoming County, Pennsylvania, 48 W. Third Street, Courtroom #2, Williamsport, PA 17701.

The date and time of the Final Approval Hearing are subject to change by Court Order, and the hearing may be conducted remotely. Any changes, including instructions for how Settlement Class Members may attend the hearing if it is conducted virtually or by telephonic means, will be posted at the Settlement Website, www.PennCollegeCovidSettlement.com, and on the Court's docket on PACER at <http://ecf.ctd.uscourts.gov>.

If the Settlement is given Final Approval, the Court will not make any determination as to the merits of the claims or defenses at issue. Instead, the Settlement's terms will take effect and the Lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement to achieve an early and certain resolution to the Lawsuit, so it provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not grant Final Approval of the Settlement, or if Final Approval is reversed on appeal, or if the Settlement does not become final for some other reason, Plaintiff, Penn College, and Class Members will be in the same position as they were before the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and Plaintiff and Penn College will continue to litigate the Lawsuit. There can be no assurance that, if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.PennCollegeCovidSettlement.com. If you

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have any questions, you can also call the Settlement Administrator toll-free at (877) 411-4770, or Class Counsel at the numbers or email addresses set forth below. Besides the documents available on the Settlement Website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk.

Please do not contact the Judge or the Clerk of the Court or Pennsylvania College of Technology about the Lawsuit. They cannot give you advice on your options.

WHO REPRESENTS THE CLASS?

The Court has approved these attorneys to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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