

**IN THE COURT OF COMMON PLEAS OF
ALLEGHENY COUNTY, PENNSYLVANIA**

CLAIRE VAN TREECK, *on behalf of
herself and all others similarly situated,*

CIVIL DIVISION – CLASS ACTION
Hon. Alan D. Hertzberg

Plaintiff,

No. GD-24-000927

v.

ROBERT MORRIS UNIVERSITY,

Defendant.

**BRIEF IN SUPPORT OF
PLAINTIFFS' APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND
EXPENSES AND CASE
CONTRIBUTION AWARD TO
SETTLEMENT CLASS
REPRESENTATIVE**

Filed on behalf of Plaintiff: CLAIRE
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FEES, COSTS, AND EXPENSES AND CASE CONTRIBUTION AWARD
TO SETTLEMENT CLASS REPRESENTATIVE**

Plaintiff Claire Van Treeck (“Plaintiff”), individually and on behalf of all others similarly situated, by and through her counsel, hereby respectfully applies for: (1) approval of an award of attorneys’ fees in the amount of \$315,896.41 (33.33% of the \$947,784.00 Settlement Fund); (2) reimbursement of reasonable and necessary litigation costs in the amount of \$3,752.72; and (3) approval of a Case Contribution Award of \$2,500.00 to the Settlement Class Representative.

I. BACKGROUND

A. Factual and Procedural Overview of the Litigation & Settlement Discussions

On January 24, 2024, Plaintiff Claire Van Treeck filed her class action Complaint in the Court of Common Pleas of Allegheny County, styled *Van Treeck v. Robert Morris University*, Case No. GD-24-000927 (the “Action”). Dkt. No. 1. Plaintiff’s claims arise from Defendant Robert Morris University’s (“Defendant” or “RMU”) response to the COVID-19 pandemic during the Spring 2020 semester. *See id.* Specifically, Plaintiff alleges that RMU contracted with, charged, and collected from students funds for in-person education and on-campus access and services, but that RMU failed to deliver the agreed-upon and/or promised in-person education and campus services when RMU moved all classes to online-only and constructively closed the campus in response to the COVID-19

pandemic. *See generally id.*

Following the filing of the Complaint, the Parties engaged in preliminary discussions regarding the merits and early resolution of the case. Declaration of Nicholas A. Colella in Support of Plaintiff's Application for Attorneys' Fees, Costs, and Expenses and Case Contribution Award ("Fee Decl.") ¶ 8. After the Parties agreed to pursue mediation, the Parties exchanged detailed information related to the amount of tuition and fee payments made by or on behalf of the putative class members, the size of the putative class, and RMU's tuition and fee refund policies and practices during the Spring 2020 semester. *Id.* ¶¶ 8–9. The Parties also provided each other and the mediator with detailed pre-mediation submissions setting forth their views on the merits of the case, the likelihood the case could be certified as a class action, the bona fides of the Named Plaintiff to represent the putative class, and positions on the factual support for and viability of the claims asserted in the Complaint. *Id.* ¶ 10.

On August 29, 2024, the Parties participated in an in-person mediation session in Philadelphia with the Hon. Thomas J. Rueter (Ret.). *Id.* ¶ 11. With the guidance of Judge Rueter, the Parties reached a settlement in principle and began negotiating the terms of the Settlement. *Id.* The Parties thereafter executed a Term Sheet on October 11, 2024, encompassing the resolution of Plaintiff's claims on behalf of the putative class. *Id.* ¶ 12. Over the ensuing months, the Parties negotiated the final terms of the Settlement and supporting exhibits. The Settlement Agreement was fully executed by all parties as of August 13, 2025.¹ *Id.*

After the term sheet was finalized, Class Counsel began drafting a motion for preliminary approval, and, on August 13, 2025, Class Counsel moved this Court for preliminary approval of the Settlement. Dkt. No. 14. The Settlement was preliminarily approved by this Court after a hearing on

¹ The capitalized terms used in this Brief shall have the same meaning as in the Settlement Agreement ("SA"), except where otherwise indicated.

October 22, 2025. Dkt. No. 16. In its preliminary approval order, the Court conditionally certified the following Settlement Class:

All Robert Morris University students who satisfied their payment obligations to RMU for the Spring 2020 semester for tuition and/or Mandatory Fees (including any University Services Fee, Residence Hall Association Fee, Student Government Fee, and/or Student Recreation & Fitness Fee) and who were enrolled in at least one in-person, on-campus class at the beginning of the Spring 2020 semester.

Id. Excluded from the Settlement Class are: (i) all students who had their tuition and fee obligations completely funded by financial aid, scholarships, and/or other monetary aid disbursed by Robert Morris University for the Spring 2020 semester; (ii) Defendant; Defendant's officers, directors, agents, trustees, parents, children, corporations, trustees, representatives, employees, principals, servants, partners, joint venturers, and/or entities controlled by Defendant; and/or (iii) Defendant's heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant's officers. *Id.*

B. Pertinent Terms of the Settlement.

1. Relief Provided to the Class

The Settlement Agreement provides Settlement Class Members with significant monetary relief. Under the Settlement, RMU will pay \$947,784.00 into a Settlement Fund to settle the claims of Plaintiff and Settlement Class Members. SA ¶ 38. The Settlement will be used to pay for:

- Direct monetary relief to Plaintiff and Class Members;
- Benefits to Class Members and RMU Students, as determined by RMU;
- The Administrative Expenses associated with the costs of settlement administration and notice;
- Court-approved attorneys' fees, costs, and expenses; and
- A Court-approved Case Contribution Award to Plaintiff.

SA ¶¶ 4–9, 39. After the Settlement Fund has paid for the Administrative Expenses, taxes, a Court-

approved Case Contribution Award, and Court-approved attorneys' fees, costs, and expenses, the remaining amount (the "Net Settlement Fund") will be allocated as follows: 80% of Settlement Class Members and 20% to RMU for use for the benefit of RMU students. SA ¶ 4.

The allocation to Settlement Class Members shall be *pro rata* to each Settlement Class Member based on the ratio of (a) the total amount of Spring 2020 Tuition and Fees assessed to Settlement Class Members enrolled at RMU during the Spring 2020 semester to (b) the total amount of Spring 2020 Tuition and Fees assessed to each individual Settlement Class Member enrolled at RMU during the Spring 2020 semester, less Financial Aid and any unpaid balances related to the Spring 2020 term as reflected on the Settlement Class Member's account with RMU, and any refunds already distributed related to Spring 2020 semester. SA ¶ 4. To the extent that a potential Settlement Class Member properly executes and files a timely request to be excluded from the Settlement Class, the amount that would have been distributed to such potential Settlement Class Member had they not filed an opt-out request will instead be distributed using the above *pro rata* method to the remaining Settlement Class Members. SA ¶ 5.

2. Case Contribution Award and Attorneys' Fees and Expenses.

Under the Settlement Agreement, Class Counsel may seek attorneys' fees in the amount of \$315,896.41 (one-third, or 33.33%, of the \$947,784.00 Settlement Fund), and reimbursement of their reasonable litigation costs and expenses, which currently total \$3,752.72. SA ¶ 53; Fee Decl. ¶¶ 25–26. Class Counsel may also seek a Case Contribution Award for Plaintiff in the amount of \$2,500.00. SA ¶ 52.

II. LEGAL STANDARD

Pa. R. Civ. P. 1717 empowers Pennsylvania courts to award attorneys' fees under applicable law. "It is well settled in Pennsylvania law that where the services of an attorney are instrumental in the creation or preservation of a fund which inures to the benefit of not only his client but others, he

may be allowed counsel fees from the fund so created.” *Hammer v. Crain Bros.*, 10 Pa. D. & C.3d 197, 201–02 (Pa. Ct. C.P. Allegheny Cnty. 1979); *see also Est. of Wanamaker*, 460 A.2d 824, 825 (Pa. Super. Ct. 1983) (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)) (emphasizing that attorneys who represent a class and whose efforts achieve a benefit for class members are “entitled to a reasonable attorney’s fee from the fund as a whole” as compensation for their services); *see also Gunter v. Ridgewood Energy Corp.*, 223 F.3d 190, 198 (3d Cir. 2000) (citations omitted) (noting that, in addition to providing just compensation, awards of attorneys’ fees from a common fund “ensur[e] that competent counsel continue to be willing to undertake risky, complex, and novel litigation.”).

Additionally, because Pennsylvania law regarding fee awards in class actions is minimal, Pennsylvania courts frequently look to federal decisions under Federal Rule of Civil Procedure 23 for guidance. *See, e.g., Milkman v. Am. Travellers Life Ins. Co.*, 61 Pa. D. & C.4th 502, 513 n.23 (Pa. Ct. C.P. Phila. Cnty. 2002) (emphasizing that “federal cases interpreting the federal class action rules, as well as the federal rules themselves, can have persuasive value in Pennsylvania courts”); *McMonagle v. Allstate Ins. Co.*, 331 A.2d 467, 470 (Pa. 1975) (noting “the obvious relevance of federal practice under Rule 23” to Pennsylvania courts’ interpretation of Pennsylvania class action rules). Pennsylvania courts particularly look to Federal Rule 23 and related caselaw for guidance in regard to class action settlements, as Pennsylvania Rule of Civil Procedure 1714 “incorporates the provisions” of the federal rule governing class action settlements and the dismissal of federal class actions. Pa. R. Civ. P. 1714 explanatory comment (1977); *see also Milkman*, 61 Pa. D. & C.4th at 513 n.23.

III. ARGUMENT

A. The Percentage of the Recovery Approach Is the Proper Standard to Apply in Awarding Attorneys’ Fees in Common Fund Cases.

In awarding attorneys’ fees, “courts are permitted to award a reasonable fee pursuant to a

lodestar, a percentage of the common fund, or, if necessary, a hybrid approach.” *Braun v. Wal-Mart Stores, Inc.*, 24 A.3d 875, 979 (Pa. Super. 2011), *aff’d*, 106 A.3d 656 (Pa. 2014). The percentage of the fund method, which considers whether the fee requested is an appropriate percentage of the total recovery achieved, is used in common fund cases on the theory that the class would be unjustly enriched if it did not adequately compensate its counsel for achieving a substantial monetary result. *Id.*; *see also In re Cendant Corp. PRIDES Litig.*, 243 F.3d 722, 732 (3d Cir. 2001) (“The percentage of the fund method is generally favored in cases involving a common fund and is designed to allow courts to award fees from the fund in a manner that rewards counsel for success and penalizes it for failure.”). The ultimate determination of the proper amount of attorneys’ fees rests within the sound discretion of the court based on the facts of the case. *In re Ins. Brokerage Antitrust Litig.*, 579 F.3d 241, 280 (3d Cir. 2009).

Here, because the Settlement creates a common fund that provides benefits to the Settlement Class, Plaintiff respectfully requests that the appropriate method for the Court to apply when analyzing Class Counsel’s fee application is the percentage of the recovery method.

1. The Requested Attorneys’ Fees Are Reasonable under the Percentage-of-Recovery Method.

The request for attorneys’ fees in the amount of one-third (or 33.33%) of the Settlement Fund is reasonable under the percentage-of-the-recovery method. While no general rule exists, courts in Pennsylvania have found reasonable “fee awards generally range from 19% to 45% of the settlement fund.” *Rose v. Travelers Home & Marine Ins. Co.*, No. 19-cv-977, 2020 WL 4059613, at *11 (E.D. Pa. July 20, 2020) (citing *In re Cendant Corp. Litig.*, 264 F.3d 201, 736 (3d Cir. 2001)); *see also In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 822 (3d Cir. 1995) (same); *Galt v. Eagleville Hosp.*, 310 F. Supp. 3d 483, 498 (E.D. Pa. 2018) (“fee awards ranging from 30% to 43% have been awarded in cases with funds ranging from \$400,000 to \$6.5 million”). Class

Counsel's fee request thus falls squarely within the range of awards that courts in Pennsylvania have granted in prior class action settlements. *See, e.g., In re Onix Grp., LLC Data Breach Litig.*, No. 23-cv-2288, 2024 WL 5107594, at *13 (E.D. Pa. Dec. 13, 2024) (awarding fee award of 33% in class action that settled before defendant filed a motion to dismiss); *In re Cigna-Am. Specialty Health Admin. Fee Litig.*, No. 2:16-cv-03967-NIQA, 2019 WL 4082946, at *15 (E.D. Pa. Aug. 29, 2019) (approving fee award of one-third of settlement fund); *Huffman v. Prudential Ins. Co. of Am.*, No. 2:10-CV-05135, 2019 WL 1499475, at *7 (E.D. Pa. Apr. 5, 2019) (explaining that fee award of one-third of the fund is consistent with fee awards in a number of decisions in Pennsylvania federal courts); *Brown v. Progressions Behavioral Health Servs., Inc.*, No. 16-6054, 2017 WL 2986300, at *6 (E.D. Pa. July 13, 2017) (approving fee of 33% of settlement fund).

Moreover, Class Counsel's request is consistent with fee awards in similar tuition refund class actions across Pennsylvania. *See, e.g., Dixon v. Lincoln Univ.*, No. 24-cv-1057-KSM, 2025 WL 2677525, at *12 (E.D. Pa. Sept. 18, 2025) (approving attorney's fees of one-third of the common fund in COVID-19 tuition refund class action); *Ryan v. Temple Univ.*, No. 5:20-cv-2164-JMG, Dkt. No. 69 (E.D. Pa.) (same); *Nouri v. Univ. of Scranton*, No. 3:23-cv-01362, Dkt. No. 43 (M.D. Pa.) (same); *Alunni v. Lebanon Valley Coll.*, No. 1:23-cv-01424, Dkt. No. 51 (M.D. Pa.) (same); *Engel v. Gannon Univ.*, No. 1:23-cv-244-SPB, Dkt. No. 39 (W.D. Pa.) (same).

The request for one-third of the Settlement Fund is therefore reasonable.

B. The Requested Fee is Fair and Reasonable under the Rule 1717 Factors.

In addition to calculating Class Counsel's reasonable fee request under the percentage of the recovery method, the Court must also consider the factors set forth in Pa. R. Civ. P. 1717:

- (1) the time and effort reasonably expended by the attorney in the litigation;
- (2) the quality of the services rendered;
- (3) the results achieved and benefits conferred upon the class or upon the public;

- (4) the magnitude, complexity and uniqueness of the litigation; and
- (5) whether the receipt of a fee was contingent on success.

Id. “The order in which these factors are listed in the Rule is not in any way intended to suggest an order of priority on comparative importance in the determination of the fee.” *In re Bridgeport Fire Litig.*, 8 A.3d 1270, 1289 (Pa. Super. Ct. 2010) (citation omitted).

A review of each of these factors weighs in favor of Class Counsel’s requested fee.

1. Time and Effort Reasonably Expended.

Class Counsel devoted substantial time, labor, and resources to achieve the Settlement. Since the start of this litigation, Class Counsel and the attorneys working for Class Counsel at their respective law firms have documented 184.2 hours spent litigating this case, generating a lodestar value of \$124,643.60 when applying the customary rates for Class Counsel and their colleagues. Fee Decl. ¶¶ 21–23. These efforts include: initially investigating the case; talking with putative class members; researching issues of law; preparing and filing the complaint; reviewing and analyzing documents and information produced or disseminated by RMU; reviewing and analyzing RMU’s publicly available financial data; preparing for and participating in a mediation, and engaging in arm’s-length negotiations with defense counsel; drafting and revising the ultimate settlement agreement; preparing the notices and claim form; drafting the Preliminary Approval Motion; and attending the preliminary approval hearing. *Id.* ¶¶ 18–19.

The time expended does not include the additional time that will be spent preparing Plaintiff’s motion for final approval, preparing for the final approval and final fairness hearing, or responding to Class Member inquiries about the Settlement’s benefits, all of which will require Class Counsel to accrue additional fees. *Id.* ¶ 27. Although Class Counsel have consistently sought to keep costs and fees to a minimum, the litigation required a significant amount of work and time, and was levied

against a Defendant represented by a national law firm with extensive litigation experience.

As such, the time and effort that Settlement Class Counsel have expended weigh in favor of the requested fee.

2. Quality of the Services Class Counsel Rendered.

To determine the quality of services rendered, courts frequently consider: (1) the results obtained for plaintiff and the class in comparison with the best possible recovery; (2) the overall benefit conferred on the plaintiff and the class; and (3) counsel's professional methods. *Hooven v. Exxon Mobil Corp.*, No. CIV.A. 00-cv-5071, 2005 WL 417416, at *3 (E.D. Pa. Feb. 14, 2005), *vacated on other grounds*, 465 F.3d 566 (3d Cir. 2006). Here, Settlement Class Counsel have extensive experience in class action litigation, including many university tuition refund cases, Fee Decl. ¶¶ 31-32, and worked professionally and zealously to achieve a considerable financial recovery that will directly and substantially benefit the Settlement Class.

The Settlement's terms and value (as outlined above) are consistent with, and/or exceed, agreements approved by courts in other, similar tuition refund cases. Based on \$947,784.00 common fund and approximately 3,434 Potential Settlement Class Members, the gross recovery per student is approximately \$276 per student in cash. This relief compares extremely favorably to other settlements negotiated by plaintiffs in similar actions for similar claims. *See, e.g., Staubus v. Univ. of Minnesota*, No. 27-cv-20-8546 (Minn. Dist. Ct.) (\$3.25 million settlement with a per student recovery of \$59.09); *Rocchio v. Rutgers, The State Univ. of New Jersey*, No. MID-L-003039-20 (N.J. Super. Ct.) (\$5 million settlement with a per student recovery of \$77.48); *Carpey v. Board of Regents of the Univ. of Colorado*, No. 2020-cv-31409 (D. Colo.) (\$5 million settlement with a per student recovery of \$83.33); *Pfeifer v. Loyola Univ. of Chicago*, No. 1:20-cv-3116 (N.D. Ill.) (\$1.375 million settlement with a per student recovery of \$88.14); *Cantave v. Saint Joseph's University*, No. 2:23-cv-3181 (E.D. Pa.) (\$260 per student recovery).

This settlement would not have been possible without the assistance of professional and experienced Class Counsel. Class Counsel has extensive and significant experience in the field of class action litigation and has significant experience in COVID-19 litigation analogous to this action. The favorable Settlement is attributable, in large part, to the diligence, determination, hard work, and skill of Class Counsel, who developed, litigated, and successfully settled this action. As set forth in the Colella Declaration, Class Counsel is experienced in this type of litigation and have a strong track record of leading these relatively unique cases and obtaining favorable results for plaintiffs—and is uniquely aware of the risks associated with pursuing these cases through discovery, through class certification, and through summary judgment. Fee Decl. ¶¶ 31–36. Class Counsel’s proficiency and knowledge of the applicable law, past ability to recover substantial sums on behalf of similarly impacted students at other universities, and the results of similar cases across the country led the parties to engage in early settlement discussions to reach the Settlement. Lynch Carpenter and Leeds Brown Law have represented hundreds of thousands of students across the country in dozens of similar actions and are acutely aware of the risks of these types of cases, including in establishing class certification and damages. *See id.* Class Counsel’s skill and experience in the areas of complex COVID-19 and higher education matters, as well as in large-scale class actions, were directly responsible for the favorable Settlement.

As such, this factor supports the reasonableness of Settlement Class Counsel’s fee request.

3. Results Achieved and Benefits Conferred Upon the Class.

Courts consistently recognize that the results achieved are a major factor to be considered in awarding fees. *See Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) (“the most critical factor is the degree of success obtained”); *Rossini v. PNC Fin. Servs. Grp., Inc.*, No. 2:18-CV-1370, 2020 WL 3481458, at *18 (W.D. Pa. June 26, 2020).

As explained above, the Settlement will provide substantial monetary relief to a nationwide

class of harmed students. Based on the \$947,784.00 common fund and approximately 3,434 Potential Settlement Class Members, the gross recovery per student, based on the total fund value, is approximately \$276 per individual student. As noted, this relief compares extremely favorably to other settlements negotiated by student plaintiffs in similar actions. *See, e.g., Univ. of Minnesota* (per student recovery of \$59.09); *Rutgers* (per student recovery of \$77.48); *Univ. of Colorado*, (per student recovery of \$83.33); *Loyola Univ. of Chicago* (per student recovery of \$88.14); *Saint Joseph's University* (per student recovery of \$260). Moreover, a significant portion of the Settlement Fund will be allocated directly to each student, whereby each Settlement Class Member will receive a *pro rata* distribution based on the ratio of (a) the total amount of Spring 2020 Tuition and Fees assessed to Settlement Class Members enrolled at RMU during the Spring 2020 semester to (b) the total amount of Spring 2020 Tuition and Fees assessed to each individual Settlement Class Member enrolled at RMU during the Spring 2020 semester, less Financial Aid and any unpaid balances related to the Spring 2020 term as reflected on the Settlement Class Member's account with RMU, and any refunds already distributed related to Spring 2020 semester. SA ¶ 4.

Considering the other settlements noted above, this Settlement is an excellent result and exceeds the per-class member recovery in other court-approved settlements to date in similar litigation. And although Plaintiff and Class Counsel are confident in the strength of Plaintiff's claims, they are also pragmatic in their awareness of the various defenses available to RMU, as well as the risks inherent to continued litigation. Through the Settlement, Plaintiff and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all.

This factor therefore weighs heavily in favor of granting Plaintiff's fee request.

4. The Magnitude, Complexity, and Uniqueness of the Litigation.

As an emerging area of law, COVID-19 tuition refund litigation is extremely complex and comes with many significant potential pitfalls and risks. If litigation continued, Plaintiff would have

faced significant defenses and arguments by RMU as to liability, class certification, and damages. RMU continues to vehemently deny liability and the appropriate measure of damages, and there is no assurance that Plaintiff would have prevailed at class certification or summary judgment if contested litigation continued. Indeed, COVID-19 tuition and fee litigation face significant legal hurdles related to, *inter alia*, causation, class certification, and damages, and recent precedents in similar cases have had mixed outcomes for plaintiff students. Many plaintiffs have been unable to certify a class, *e.g.*, *Evans v. Brigham Young Univ.*, No. 1:20-cv-100, 2022 WL 596862 (D. Utah Feb. 28, 2022), *aff'd*, No. 22-4050, 2023 WL 3262012 (10th Cir. May 5, 2023), and other plaintiffs have lost at summary judgment, *e.g.*, *In re Univ. of Miami COVID-19 Tuition & Fee Refund Litig.*, No. 20-22207-CIV, 2022 WL 18034457 (S.D. Fla. Dec. 30, 2022), *aff'd sub nom. Dixon v. Univ. of Miami*, 75 F.4th 1204 (11th Cir. 2023).

In short, this was not a simple case with a clear path to liability and judgment. Continued litigation would have required briefing on Defendant's likely preliminary objections, formal discovery, depositions, expert reports and discovery, class discovery, obtaining and maintaining class certification throughout trial, prevailing at summary judgment, and possible appeals (interlocutory and/or after the merits), which would require additional rounds of briefing and the possibility of no recovery at all. And while this litigation may not have a lengthy docket, the issues presented here have arisen and been challenged in numerous other COVID-19 tuition refund cases across Pennsylvania and nationwide. *Cf. Muchnick v. First Fed. Sav. & Loan Ass'n of Philadelphia*, No. 86-cv-1104, 1986 WL 10791, at *2 (E.D. Pa. Sept. 30, 1986) (approving large fee award despite a short docket and "numerically small commitment of attorneys' hours" given the risk of taking on a contingency case with "significant and novel legal issues").

Amid complex and unique risks, Class Counsel worked diligently to achieve a significant result for the Settlement Class in the face of very real litigation risks. Accordingly, this factor supports

the requested attorneys' fee award.

5. Whether Fee Was Contingent Upon Success.

“Courts routinely recognize that the risk created by undertaking an action on a contingency fee basis militates in favor of approval of attorneys’ fees awards.” *In re Innocoll Holdings Pub. Ltd. Co. Sec. Litig.*, No. CV 17-341, 2022 WL 16533571, at *10 (E.D. Pa. Oct. 28, 2022) (citation omitted); *see also In re Ocean Power Techs., Inc., Sec. Litig.*, No. 3:14-CV-3799, 2016 WL 6778218, at *28 (D.N.J. Nov. 15, 2016) (noting that for courts within the federal Third Circuit, the risk of receiving little or no recovery is a major factor in considering an award of attorneys’ fees); *King v. Albert and Carol Mueller Ltd. Partnership*, No. 2013-7010, 2017 WL 11557892, at *2 (Pa. Ct. C.P. Luzerne Cnty. Oct. 24, 2017) (noting that contingency arrangement weighed in favor of granting fee request).

Here, Class Counsel undertook this action on an entirely contingency basis, shouldering the risk that this litigation would yield no recovery and leave them wholly uncompensated for their time, as well as for their out-of-pocket expenses. Fee Decl. ¶¶ 4, 17. A dispositive ruling at any stage of this litigation could mean zero recovery for the Settlement Class. RMU would have several substantial defenses that could have eliminated any possibility of recovery for the Settlement Class, as well as non-payment for Class Counsel; RMU also likely would have other defenses that could have established offsets or credits towards the damages sought by Plaintiff. And none of these defenses have been adjudicated by Pennsylvania courts in tuition refund cases. *Cf. Milkman*, 61 Pa. D. & C.4th at 561 (emphasizing that risks inherent in contingency fee arrangement marshalled in favor of approving fee request, particularly because this risk “was magnified by the novelty of both the class’ claims and the defenses arrayed against them”). This final factor therefore supports the requested attorneys’ fee award.

In sum, all Rule 1717 factors weigh in support of the reasonableness of Class Counsel’s

requested attorneys' fees.

C. The Lodestar Cross-Check Confirms the Fee Request is Reasonable.

The reasonableness of Class Counsel's fee request is further demonstrated by comparing the request to the hours expended by counsel, known as the lodestar cross-check.

The purpose of conducting a lodestar cross-check is to "ensure that the percentage approach does not result in an 'extraordinary' lodestar multiple or windfall." *Whiteley v. Zynerba Pharms., Inc.*, No. 19-cv-4959, 2021 WL 4206696, at *13 (E.D. Pa. Sept. 16, 2021) (citing *In re Cendant*, 264 F.3d at 285). However, the cross-check "should not displace a district court's primary reliance on the percentage-of-recovery method." *Frederick v. Range Res.-Appalachia, LLC*, No. 08-288, 2011 WL 1045665, at *13 (W.D. Pa. March 17, 2011) (quoting *In re AT&T Corp. Sec. Litig.*, 455 F.3d 160, 165 (3d Cir. 2006)).

To conduct a cross-check, a court determines the reasonable fee by calculating the "lodestar," *i.e.*, the "number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate." *McKenna v. City of Phila.*, 582 F.3d 447, 455 (3d Cir. 2009). Once the lodestar is determined, the court must then decide whether additional adjustments upwards or downwards are appropriate. *Id.* A reasonable hourly rate in the lodestar calculation is generally calculated according to the "prevailing market rates in the relevant community," taking into account the "experience and skill" of an attorney and comparing their rate "to the rates prevailing in the community for similar services by lawyers of reasonably comparable skill, experience, and reputation." *Maldonado v. Houstoun*, 256 F.3d 181, 184 (3d Cir. 2001). The prevailing market rate is usually deemed reasonable. *Pub. Interest Research Grp. v. Windall*, 51 F.3d 1179, 1185 (3d Cir. 1995). Importantly, the lodestar cross-check entails an abridged analysis that requires neither "mathematical precision nor bean counting." *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 305 (3d Cir. 2005). A court need not receive or review actual billing records when conducting this analysis. *Id.* at 307.

Here, Class Counsel spent 184.2 hours litigating this action, producing a lodestar amount of \$124,643.60 based on standard, current hourly rates. Fee Decl. ¶¶ 21-23. The reasonableness of Class Counsel’s rates is supported by the Colella Declaration, which establishes that their rates comport with the prevailing rates for class action and complex commercial litigation in their relevant legal markets. Fee Decl. ¶ 29. *See New Berry, Inc. v. Smith*, No. CV 18-1024, 2021 WL 5332165, at *2 (W.D. Pa. Nov. 15, 2021) (“The best evidence of a prevailing market rate is counsel’s customary billing rate.”); *Animal Legal Def. Fund v. Lucas*, No. CV 2:19-40, 2021 WL 4479483, at *1 (W.D. Pa. Sept. 30, 2021) (“[T]he attorney’s normal billing rate is an appropriate baseline for assessing the reasonableness of the rate requested.”). These rates have also been approved in other class action cases. Fee Decl. ¶ 30; *see also Ramey v. The Pennsylvania State University*, No. 2:20-cv-753-RJC, Dkt. No. 103 (W.D. Pa.) (same) (approving Lynch Carpenter’s hourly rates in tuition refund class action); *Engel v. Gannon Univ.*, No. 1:23-cv-244-SPB, Dkt. No. 39 (W.D. Pa.) (same); *Porter v. Emerson College*, Case No. 1:20-cv-11897-RWZ, Dkt. No. 87 (D. Mass. Nov. 27, 2022) (approving Leeds Brown’s hourly rates in tuition refund class action).

Measuring this lodestar amount against the total fee requested here also yields a ratio (or “multiplier”) of 2.53, which further weighs in favor of granting Plaintiff’s fee request. Pennsylvania courts “have often found a multiplier of three or higher to be reasonable in a class action setting.” *Milkman*, 61 Pa. D. & C. 4th at 566–67. *See also In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp. 2d 706, 736 n.44 (E.D. Pa. 2001) (approving multiplier “in the range of 4.5 to 8.5”); *Howard v. Arconic, Inc.*, Case No. 2:17-cv-1057-MRH, Dkt. No. 253 (W.D. Pa.) (Judge Hornak approving 3.54 multiplier); *Hinckley v. E.I. DuPont de Nemours & Co.*, 583 F. Supp. 11, 14 (E.D. Pa. 1983) (approving 3.0 multiplier); *Conley v. Sears, Roebuck & Co.*, 222 B.R. 181 (D. Mass. 1998) (approving 8.9 multiplier); *Muchnick*, 1986 WL 10791, at *2 (approving 8.33 multiplier because despite the “numerically small commitment of attorneys’ hours,” the court recognized the “commitment which

would have been required to litigate this case to a conclusion” as well as the “significant and novel legal issues” raised by the lawsuit).

Indeed, the federal Third Circuit recognizes that “multiples ranging from one to four are frequently awarded in common fund cases when the lodestar method is applied.” *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 341 (3d Cir. 1998) (citing Herbert B. Newberg and Alba Conte, *Newberg on Class Actions* § 14.03 (3d ed. 1992)). *See also Dickerson v. York Int’l Corp.*, No. 15-cv-01105, 2017 WL 3601948, at *11 (M.D. Pa. Aug. 22, 2017) (noting that “[m]ultipliers between one and four are routinely approved in the Third Circuit”).

Given the quality of Class Counsel’s work and results achieved in these circumstances, the lodestar cross-check with a multiplier of 2.53 supports the reasonableness of the requested fee.

D. Class Counsel’s Request for Reimbursement of Expenses is Reasonable.

“Counsel in common fund cases is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the case.” *Ocean Power*, 2016 WL 6778218, at *29. *See also O’Hern v. Vida Longevity Fund, LP*, No. CV 21-402-SRF, 2023 WL 3204044, at *10 (D. Del. May 2, 2023) (similar); *Karlberg v. Santander Bank, N.A.*, No. 003795, 2018 WL 11295874, at *1 (Pa. Ct. C.P. Phila. Cnty. Oct. 03, 2018) (approving request for reimbursement of litigation expenses in class action).

Here, in addition to the requested fees, Class Counsel seek reimbursement of \$3,752.72 for the reasonable expenses incurred to advance this litigation. Fee Decl. ¶¶ 25-26. Class Counsel has documented their expenses, by category, in the accompanying declaration. *Id.* The schedule of expenses shows that Class Counsel litigated the case efficiently, with no unreasonable or unjustified expenditures. *Id.* ¶¶ 25-26, 28. Moreover, the expenditures were of the type typically charged to hourly paying clients. *Id.* ¶ 28.

As noted in the Colella Declaration, a significant portion of the expenses incurred were the

result of traveling for the mediation, while the remainder of the expenses include court fees and service of process. *Id.* Such categories of expenses are commonly reimbursed in common fund cases. See *In re Wilmington Tr. Sec. Litig.*, No. 10-cv-0990-ER, 2018 WL 6046452, at *10 (D. Del. Nov. 19, 2018) (approving expenses related to management of documents, expert fees, computerized research, photocopying, transcripts, postage, travel, and discovery expenses); *Ocean Power*, 2016 WL 6778218, at *29 (approving expenses for costs of plaintiff's private investigator, photocopying, postage, messengers, filing fees, travel, long distance telephone, telecopier, mediation fees, and the fees and expenses of plaintiff's damages expert); *Stechert v. Travelers Home & Marine Ins. Co.*, No. CV 17-0784, 2022 WL 2304306, at *15 (E.D. Pa. June 27, 2022) (approving request for \$22,004.82 in litigation expenses, which "include[d] filing fees, service of process fees, expert and professional services fees, deposition expenses, PACER research, travel fees, and administrative expenses such as printing, photocopies, and similar items").

In sum, all of Class Counsel's expenses, in an aggregate amount of \$3,752.72, are typical in litigation, were necessary to the successful prosecution and resolution of the claims against RMU, and Plaintiff's requests for Class Counsel's expenses should be approved.

E. The Requested Case Contribution Award is Reasonable.

Settlement Class Counsel also seeks a reasonable Case Contribution Award (also referred to as a service or incentive award) of \$2,500 for Plaintiff Van Treeck, in recognition of her efforts and involvement throughout this litigation.

"Incentive awards are not uncommon in class action litigation." *Alexander v. Coast Professional Inc.*, No. 12-1461, 2016 WL 861329, at *8 (E.D. Pa. Mar. 7, 2016) (citation omitted); *Milkman*, 61 Pa. D. & C. 4th at 575 (similar). "The purpose of these payments is to compensate named plaintiffs for the services they provided and the risks they incurred during the course of class action litigation, and to reward the public service of contributing to the enforcement of mandatory laws."

Sullivan v. DB Invs., Inc., 667 F.3d 273, 333 n.65 (3d Cir. 2011) (citations and quotations omitted). Indeed, “[c]ourts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.” *Vasco v. Power Home Remodeling Grp. LLC*, No. CV 15-4623, 2016 WL 5930876, at *14 (E.D. Pa. Oct. 12, 2016).

Here, the Settlement Agreement permits the Settlement Class Representative, Plaintiff Van Treeck, to seek a Case Contribution Award of \$2,500.00 to compensate her for her efforts in this litigation and commitment on behalf of the Settlement Class, which will be paid from the Settlement Fund. SA ¶ 52. This Award will recognize Plaintiff’s time and efforts throughout this litigation: reviewing the complaint, preparing to produce documents and testimony, and otherwise playing an active role in achieving the excellent recovery to the Settlement Class. Fee Decl. ¶¶ 37-40. Additionally, Plaintiff Van Treeck actively communicated with Class Counsel for purposes of advising and consulting about her experience with the transition to online remote-only education and services and her resulting damages. *Id.* These communications were crucial to the development of a workable damage model to facilitate the mediation process. *Id.* In light of these efforts, the requested Case Contribution Award is reasonable.

Moreover, a \$2,500 award is well within the range found reasonable by courts within the Commonwealth and in corresponding federal courts. *See Rodriguez v. Riley*, No. 190200198, 2020 WL 13687608, at *2 (Pa. Ct. C.P. Phila. Cnty. Feb. 10, 2020) (approving \$5,000 service award); *Santander Bank*, 2018 WL 11295874, at *1 (approving \$2,500 service award); *Nuñez v. Moses Const., Inc.*, No. 180800610, 2020 WL 13580918, at *2 (Pa. Ct. C.P. Phila. Cnty. Sep. 17, 2020) (approving \$2,000 service award); *Wilmington*, 2018 WL 6046452, at *10 (approving service awards of greater than \$7,500 to plaintiffs whose employees were active in the litigation); *Brown*, 2017 WL 2986300, at *7 (\$10,000 to each named plaintiff for being “actively involved in the litigation,”

providing “information and documents that formed the basis for the lawsuit” and because “the service award payments represent a small fraction of the \$542,586 Settlement Fund”); *Barel v. Bank of Am.*, 255 F.R.D. 393, 403 (E.D. Pa. 2009) (\$10,000 award to each class representative); *Bredbenner v. Liberty Travel, Inc.*, No. 09-905, 2011 WL 1344745, at *24 (D.N.J. Apr. 8, 2011) (same).

Thus, the requested Case Contribution Award of \$2,500 is reasonable and should be approved.

IV. CONCLUSION

For the reasons discussed above, Plaintiff respectfully requests that this Court grant her Application (in conjunction with final approval of the Settlement) and enter Plaintiff’s proposed order awarding (1) attorneys’ fees in the amount of \$315,896.41; (2) reimbursement of reasonable and necessary litigation costs in the amount of \$3,752.72; and (3) approval of a Case Contribution Award of \$2,500 to Plaintiff.

Dated: January 5, 2026

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on January 5, 2026, the foregoing was served by email on the following:

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