

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

Jin-Wolfson v. Lafayette College, Civil Action No. 5:23-cv-4005 (E.D. Pa.)

ATTENTION: ALL STUDENTS ENROLLED AT LAFAYETTE COLLEGE DURING THE SPRING 2020 SEMESTER WHOSE PAYMENT OBLIGATION OF TUITION AND/OR FEES WAS SATISFIED, AND WHO WERE ENROLLED IN AT LEAST ONE IN-PERSON ON-CAMPUS CLASS AS OF MARCH 16, 2020

The United States District Court for the Eastern 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 or may be a member of the settlement class in this lawsuit, and the proposed settlement of this lawsuit, if approved, may affect your legal rights. You should read this notice carefully.

If you were a student enrolled at Lafayette College (“Lafayette”) during the Spring 2020 semester whose payment obligation of tuition and/or fees was satisfied for the Spring 2020 semester, and were enrolled in at least one in-person on-campus class as of March 16, 2020, then you are part of the proposed settlement class (a “Potential Settlement Class Member”) affected by this lawsuit.

The purpose of this notice is to inform you of a proposed Settlement relating to a class action lawsuit brought by Plaintiff, a student at Lafayette during the Spring 2020 semester, against Lafayette, on behalf of a putative class who paid tuition and/or fees for the Spring 2020 semester. The case is captioned *Jin-Wolfson v. Lafayette College*, Civil Action No. 5:23-cv-4005-JMG (E.D. Pa.) (the “Action”).

In this Action, Plaintiff alleged Lafayette breached a contract or was unjustly enriched when it transitioned to remote learning in response to the COVID-19 pandemic. Lafayette denies all allegations of wrongdoing. **There has been no finding of liability in any court.** However, considering the interest of both Lafayette and the Settlement Class Members in prompt resolution of the matter, Lafayette and Plaintiff have agreed that Lafayette will pay \$456,750 into a Settlement Fund to resolve the Action. The Parties have also agreed to a Non-Cash Benefit, discussed below in Answer 16.

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

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

YOUR OPTIONS	INSTRUCTIONS	DUE DATE
DO NOTHING AND AUTOMATICALLY RECEIVE A PAYMENT	Your payment will be sent automatically by first class U.S. Mail to your last known permanent mailing address on file with the College. Class Members will also have the option (but are not required) to visit the Settlement Website at www.LCRefundSettlement.com to either: (a) provide an updated address to which a check will be mailed; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of via paper check.	See Answer 9 (below)
EXCLUDE YOURSELF (“OPT OUT”) FROM THE PROPOSED SETTLEMENT	You can choose to “opt out” of the proposed Settlement. Opting out means that you choose not to participate in the proposed Settlement. It also means that you cannot object to the proposed Settlement (see below). If you opt out, you will not receive a payment and you will keep any individual claims you may have against Lafayette relating to the transition to remote learning in the Spring 2020 semester. (However, the statute of limitations may impact your ability to file your own lawsuit.) For more detailed opt-out instructions, see Answer 11 (below) .	Submission must be postmarked no later than June 23, 2025. See Answers 10-11 (below) .
OBJECT TO THE PROPOSED SETTLEMENT AND/OR REQUEST FOR ATTORNEYS’ FEES	You can file an objection with the Court explaining why you believe the Court should reject the proposed Settlement or the request for attorney’s fees by Class Counsel. If your objection is overruled by the Court and the proposed Settlement is approved, then you would be included in the Settlement Class. If the Court agrees with your objection, then the proposed Settlement may not be approved. If you choose to object, you may not also opt out of the proposed Settlement, as only participating class members may object to a proposed Settlement. For more detailed objection instructions, see Answer 12 below.	Submission must be postmarked no later than June 23, 2025. See Answers 12-15 (below) .

These rights and options—and the deadlines to exercise them—are explained further below in this notice, along with the material terms of the proposed Settlement.

BASIC INFORMATION

1. What is this lawsuit about?

The class action being settled is captioned *Jin-Wolfson v. Lafayette College*, Civil Action No. 5:23-cv-4005 (E.D. Pa.). This case is a putative class action, meaning that the Settlement Class Representative—Julia Jin-Wolfson—brought this action as an individual, acting on behalf of a putative class of all people who paid tuition and/or fees for the Spring 2020 semester at Lafayette. The Settlement Class Representative alleged claims for breach of contract and unjust enrichment. Lafayette denies all allegations of wrongdoing, and there has been no finding of liability in any court. After motions practice, discovery, and a comprehensive mediation, the Parties arrived at the proposed Settlement.

2. Why did I receive notice of this lawsuit?

If you received notice of this lawsuit, it is because Lafayette’s records indicate that you were enrolled at Lafayette during the Spring 2020 semester, satisfied your payment obligation for tuition and/or fees, and were registered for at least one in person class as of March 16, 2020. 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 a student enrolled at Lafayette College (“Lafayette”) during the Spring 2020 semester whose payment obligation of tuition and/or fees was satisfied for the Spring 2020 semester, and were enrolled in at least one in-person on-campus class as of March 16, 2020, then you qualify as a Potential Settlement Class Member.

4. Why did the Parties settle?

In any lawsuit, there are risks and potential benefits that come with litigating as compared to settling. It is the Settlement Class Representative’s and her lawyers’ (“Class Counsel”) job to identify when a proposed Settlement offer is sufficient and justifies settling the case instead of continuing to litigate. In a class action, class counsel determines when to recommend settling to the class representative. The class representative then has 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 Representative and Class Counsel that this proposed Settlement is in the best interest of all Settlement Class Members.

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

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

The Court must decide that the proposed Settlement is fair, reasonable, and adequate before it will approve the proposed Settlement. At this time, the Court has already reviewed and decided to grant preliminary approval of the proposed Settlement, after which notice was disseminated to Potential Settlement Class Members. The Court will make a final decision regarding the proposed Settlement at a Final Approval Hearing, which is currently scheduled for July 31, 2025.

YOUR OPTIONS

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

If you are a Potential Settlement Class Member, you have three options with respect to this proposed Settlement: (1) do nothing and be eligible to participate in the proposed Settlement and receive the Settlement Benefit and Non-Cash Benefit allocated to you according to the terms of the proposed Settlement; (2) opt out of – i.e., exclude yourself from – the proposed Settlement; or (3) participate in the proposed Settlement, but object to it. Each of these options is described in greater detail below.

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

- a. If you do nothing, and the proposed Settlement is approved by the Court, you will be eligible to participate in the proposed Settlement and to receive the Settlement Benefit and Non-Cash Benefit allocated to you according to the terms of the proposed Settlement. Your payment will be sent automatically via first class U.S. Mail to your last known mailing address on file with the College. Class Members will also have the option, but are not required, to visit the Settlement Website at www.LCRefundSettlement.com to choose one or more of the following selections: (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check. These actions must be taken no later than forty-five (45) days after the Effective Date, as defined in the proposed Settlement. That date will also be posted on the Settlement Website when it is known, but it will be some time after the Final Approval Hearing currently scheduled for July 31, 2025.
- b. If you would like to opt out or object to the proposed Settlement, your request must be postmarked no later than June 23, 2025.

8. How do I decide which option to choose?

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

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

proposed Settlement, and the proposed Settlement is later approved, you cannot appeal that approval order.

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

No. If you do nothing, and the proposed Settlement is approved by the Court, you will be eligible to participate in the proposed Settlement and to receive the Settlement Benefit allocated to you according to the terms of the proposed Settlement. Your Settlement Benefit, in the form of a paper check, will be sent by first class U.S. Mail to your permanent mailing address currently on file with Lafayette. Class Members will also have the option to visit the Settlement Website at www.LCRefundSettlement.com to either (a) provide an updated address for sending a check; or (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of via a paper check. This action must be taken no later than forty-five (45) days after the Effective Date (as defined in the Settlement Agreement). That date will also be posted on the Settlement Website when it is confirmed, and will be at some time **after** the Final Approval Hearing currently scheduled for July 31, 2025.

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 Lafayette related to Lafayette's transition to remote learning. 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 bring a 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: Jin-Wolfson v. Lafayette College, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, which must:

- a. include a statement requesting to opt out of the Settlement Class;
- b. be personally signed by you;
- c. include your name, address, telephone number, email address; and
- d. include the caption for the Action: *Jin-Wolfson v. Lafayette College*, Civil Action No. 5:23-cv-4005 (E.D. Pa.).
- e. be postmarked no later than June 23, 2025.

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

Requests 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 either a class-wide or representative basis.

OBJECTING TO THE PROPOSED SETTLEMENT OR THE REQUEST FOR ATTORNEYS' FEES

12. How do I object to the proposed Settlement or the request for attorneys' fees?

You can object to the proposed Settlement, or the request for attorneys' fees by Class Counsel, so long as you do not opt out of the proposed Settlement, as only Settlement Class Members have the right to object to the proposed Settlement, including any attorneys' fees sought by Class Counsel. To have your objection considered by the Court at the Final Approval Hearing, your objection must:

- a. include your name, address, telephone number, 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 (a) includes all objections, (b) states whether each objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, and (c) 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, Lafayette's Counsel, and the Settlement Administrator at the addresses below. All objections must be postmarked no later than June 23, 2025.

Clerk of Court	Settlement Administrator	Class Counsel	Lafayette's Counsel
Clerk of the Court United States District Court for the Eastern District of Pennsylvania James A. Byrne U.S. Courthouse 601 Market Street Philadelphia, PA 19106	Jin -Wolfson v. Lafayette College c/o RG/2 Claims Administration LLC P.O. Box 59479 Philadelphia, PA 19102-9479	LYNCH CARPENTER LLP Attn: Nicholas A. Colella 1133 Penn Avenue, 5th Floor Pittsburgh, PA 15222 LEEDS BROWN LAW P.C. Attn: Anthony M. Alesandro One Old Country Road, Suite 347 Carle Place, NY 11514	BALLARD SPAHR LLP Attn: Marcel S. Pratt 1735 Market Street, 51 st Floor Philadelphia, PA 19103

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

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

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

Objecting to the proposed Settlement means (a) telling the Court that you do not believe the proposed Settlement to be fair, reasonable, and adequate for the Settlement Class, and (b) asking the Court to reject it. If you object to the proposed Settlement and the proposed Settlement is ultimately approved, then you are entitled to a payment and the Non-Cash Benefit, and will release any claims related to Lafayette's transition to remote learning. **Opting out** of the proposed Settlement, however, means telling the Court (a) that you do not want to be a part of the proposed Settlement if it is approved, (b) that you do not want to receive a payment and Non-Cash Benefit, and (c) that you will not release claims you might have against Lafayette 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 BENEFITS

16. How much is this proposed Settlement?

The Parties have agreed to a Settlement Fund totaling \$456,750. The Parties have also agreed to a Non-Cash Benefit for each Settlement Class Member of five (5) complimentary tickets to regular season Lafayette basketball (men's or women's) or football games on Lafayette's campus, to be used between July 1, 2026 and June 30, 2027, and subject to certain other conditions set forth in the Settlement Agreement.

As discussed in more detail below, attorneys' fees and costs, a contribution award for the Settlement Class Representative, and administrative fees, including the costs paid to a third-party Settlement Administrator, will be paid out of the Settlement Fund. Thereafter, the remaining funds—the Net Settlement Fund—will be divided among all Settlement Class Members entitled to payments as outlined in the proposed Settlement and discussed further below in Answer 20.

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

Class Counsel will request that the Court approve attorneys' fees of not more than thirty-three and one-third percent (33.3%) of the Settlement Fund. Class Counsel will also request that they be reimbursed for their out-of-pocket costs incurred in litigating the Action. Class Counsel must submit their request to the Court by June 9, 2025, at which point the amount of the requested attorneys' fees, as well as Class Counsel's motion, will be published on the Settlement Website at www.LCRefundSettlement.com. The Court will then decide the amount of the attorneys' fees and

costs 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 Representative?

Class Counsel will request that the Settlement Class Representative, Julia Jin-Wolfson, be paid an award in the amount of no more than \$7,500, in recognition of her 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 has been retained to provide notice and administer the payments to Settlement Class Members. The expenses of the Settlement Administrator are projected not to exceed \$50,000. In the event that such expenses exceed \$50,000, any additional amounts shall be paid only after approval by both Class Counsel and Lafayette's Counsel.

20. How much will my payment be?

The balance of the Settlement Fund, after paying administrative expenses, attorneys' fees and costs, and any award to the Settlement Class Representative, will be known as the Net Settlement Fund. The Net Settlement Fund will be distributed equally to Settlement Class Members.

21. When will I receive my payment?

The Court will hold a Final Approval Hearing on July 31, 2025 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 after the date upon 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 July 31, 2025 in Courtroom 4B at the United States District Court for the Eastern District of Pennsylvania, Edward N. Cahn U.S. Courthouse, 504 W. Hamilton Street, Allentown, PA 18101. At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. If any objections have been properly submitted, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys' fees and litigation costs, and the amount of the award to the Settlement Class Representative. The hearing will be public. The hearing may be virtual; if so, the instructions for viewing the hearing and participating will be posted on the Settlement Website at www.LCRefundSettlement.com. The date and time of the Final Approval Hearing may change. If it does, the Settlement Website will be updated to reflect the new date and/or time, but no other notice will be provided. 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 Nicholas A. Colella of Lynch Carpenter, LLP and Michael A. Thompkins and Anthony M. Alesandro of Leeds Brown Law, P.C. will serve as Class Counsel and will represent all Settlement Class Members in this matter.

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

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

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

The Court will be asked to approve the amount of attorneys' fees at the Final Approval Hearing. Class Counsel will file an application for attorneys' fees, which shall not exceed thirty-three and one-third percent (33.3%) 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 June 9, 2025, at which point the amount of the requested attorneys' fees and costs, as well as Class Counsel's motion, will be published on the Settlement Website at www.LCRefundSettlement.com. Settlement Class Members who wish to object to the amount of attorneys' fees sought by Class Counsel may do so by following the instructions described in Answer 12 (above).

FOR 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.LCRefundSettlement.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:

Jin-Wolfson v. Lafayette College
c/o RG/2 Claims Administration
P.O. Box 59479
Philadelphia, PA 19102-9479

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
NickC@lcllp.com

LEEDS BROWN LAW, P.C.

Attn: Anthony Alesandro
One Old Country Road, Suite 347
Carle Place, NY 11514
Telephone: (516) 873-9550
AAlesandro@LeedsBrownLaw.com

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