

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JEFFREY LOGAN KEENHOL, *on behalf of
himself and all others similarly situated,*

Plaintiff,

v.

DESALES UNIVERSITY,

Defendant.

Case No.: 5:24-cv-01083-JLS

SETTLEMENT AGREEMENT AND RELEASE

TABLE OF CONTENTS

RECITALS	1
DEFINITIONS.....	5
MONETARY RELIEF TO SETTLEMENT CLASS MEMBERS	11
RELEASE	13
CAFA NOTICE	15
CLASS NOTICE	15
REQUESTS FOR EXCLUSION	17
OBJECTIONS BY SETTLEMENT CLASS MEMBERS	18
SETTLEMENT ADMINISTRATION	19
PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER	22
SETTLEMENT CONSIDERATION	24
USE OF SETTLEMENT FUND	24
AWARDS FOR ATTORNEYS' FEES	29
NO ADMISSION OF WRONGDOING	30
TERMINATION OF SETTLEMENT	30
MISCELLANEOUS PROVISIONS.....	31

EXHIBITS

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

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

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

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement”) is made as of April 17, 2025, by and among the following parties, as hereinafter defined: (1) Jeffrey Logan Keenhol (“Settlement Class Representative” or “Named Plaintiff”), on behalf of himself and the Settlement Class, by and through Class Counsel in this Action; and (2) DeSales University (“DeSales” or “DSU”), by and through its attorneys in this Action. The Settlement Class Representative and DeSales are individually each a “Party” and, collectively, the “Parties.”

RECITALS

On March 13, 2024, Plaintiff Jeffrey Logan Keenhol filed a class action Complaint in the United States District Court for the Eastern District of Pennsylvania styled *Keenhol v. DeSales University*, Case No. 5:24-cv-01083 (the “Action”) (ECF 1).

The Complaint alleged that Named Plaintiff and putative class members are entitled to refunds of tuition and mandatory fees because, beginning in March 2020, DeSales provided classes remotely in response to the COVID-19 pandemic and continuing until the end of the Spring 2020 semester. The Complaint alleged that Named Plaintiff and all other DeSales students who satisfied their payment obligations for the Spring 2020 semester and enrolled in at least one in-person, on-campus class prior to March 2020 had an implied contract with DeSales that entitled them to in-person instruction and that, by switching to remote instruction in response to the pandemic and related government shutdown orders, DeSales breached that implied contract. Named Plaintiff sought damages representing the prorated portion of the tuition and Mandatory Fees that Named Plaintiff and putative class members each paid equal to the reduction in contracted-for education and services during the portion of the Spring 2020 semester during which in-person classes were discontinued and certain facilities were closed by DeSales. The Complaint sought certification of a putative class of a putative class of persons comprising:

The Class:

All DSU students who satisfied their payment obligations for the Spring Semester 2020 tuition and/or Mandatory Fees and enrolled in at least one in-person on-campus class (the “Class”).

Id. ¶ 44. Specifically excluded from the class were: “all students who received full DSU-funded scholarships for the Spring 2020 semester, Defendant, Defendant’s officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and its heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant’s officers.” *Id.* ¶ 45.

On May 16, 2024, DeSales filed its Answer and Affirmative Defenses to the Complaint, denying the allegations therein and that the Named Plaintiff or members of the putative class were entitled any damages as a result of DeSales’s transition to remote instruction during the second half of the Spring 2020 semester. ECF 11. On June 18, 2024, the Court referred the case to U.S. Magistrate Judge Craig M. Straw for purposes of scheduling a settlement conference. ECF 12. On July 30, 2024, the Court held a Telephonic Pretrial Conference. ECF 16. On August 9, 2024, the Parties filed a proposed case management plan and indicated that they were in the process of scheduling mediation. ECF 18. The Court entered a Case Management Order on August 14, 2024. ECF 19.

Thereafter, in anticipation of mediation, the Parties exchanged detailed information related to the size of the putative class and the amount of tuition and fee payments made by or on behalf of the putative class members for the Spring 2020 semester. 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. Finally, the Parties exchanged demands and offers in an effort to reach a settlement of the Action

On October 10, 2024, the Parties held a full-day mediation session in front of the Honorable Judge Thomas J. Rueter (Ret.). During the mediation, the Parties were able to reach a settlement in principle, with the guidance of Judge Rueter. The Parties thereafter executed a Term Sheet encompassing the resolution and, over the ensuing months, the Parties negotiated the final terms of the Settlement and its supporting exhibits.

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

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

At all times, DeSales has contested each and every claim in the Action, and denied all material allegations of the Action, including any and all allegations of wrongdoing, and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act

or violation of law or duty alleged in the Action. DeSales would also assert numerous defenses if the Action proceeded further. Nevertheless, taking into account the uncertainty and risks inherent in litigation generally, DeSales considers it desirable to resolve the Action on the terms and conditions stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that the Settlement on the terms and conditions set forth herein is in DeSales's best interests.

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

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

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, by and through their respective counsel, that subject to final approval of the Court,

after a hearing as provided for in the Settlement pursuant to Federal Rule of Civil Procedure 23(e), and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Action and the Released Claims shall be fully and finally compromised, settled, and released and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in the Settlement.

DEFINITIONS

1. As used in this Settlement, the following terms have the meanings specified below:

(a) **“Action”** means the above-captioned action, *Keenhol v. DeSales University*, Case No. 5:24-cv-01083 (E.D. Pa.).

(b) **“Administrative Expenses”** means (a) the costs, fees, and expenses that are incurred by the Settlement Administrator in connection with providing notice to the Settlement Class and administering the Settlement, including but not limited to, distributing the Net Settlement Fund to the Settlement Class Members; (b) fees and expenses incurred in connection with the escrow account used to administer all monetary aspects of the Settlement; and (c) Taxes.

(c) **“Class Counsel”** means Nicholas A. Colella of Lynch Carpenter, LLP and Michael Tompkins and Anthony M. Alesandro of Leeds Brown Law, P.C.

(d) **“Court”** means the United States District Court for the Eastern District of Pennsylvania, the Honorable Jeffrey L. Schmehl presiding.

(e) **“DeSales, or DSU”** means DeSales University.

(f) **“DeSales’s Counsel”** means Saul Ewing LLP.

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

(h) **“Election Form”** means the form that Settlement Class Members may return to update their mailing address or designate their preferred method for receiving the funds, including physical check, Venmo, or PayPal. In the absence of a Settlement Class Member returning an Election Form, the Settlement Administrator shall mail a physical check.

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

(j) **“Fee Award”** means the amount of attorneys’ fees awarded by the Court to Class Counsel from the Settlement Fund.

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

(l) **“Final Approval Hearing”** means the hearing before the Court at which the Parties will request the Final Judgment approving the Settlement to be entered by the Court and the Court will determine the Fee Award and award any Litigation Expenses to Class Counsel.

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

(n) **“Financial Aid”** means DSU-funded or DSU-designated scholarships or grant-funded aid applied to a student’s account, whether or not the aid had a merit component. It

does not include loans or aid provided by outside organizations such as employers, foreign governments, and federal entitlement aid.

(o) **“Litigation Expenses”** means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action.

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

(q) **“Net Settlement Fund”** means the Settlement Fund less any (i) Administrative Expenses, (ii) Fee Award; and (iii) Litigation Expenses.

(r) **“Opt-Out Request”** means the written, signed statement that an individual Class Member submits indicating he or she has elected to exclude him- or herself (“opt-out”) from the Settlement.

(s) **“Potential Settlement Class”** means all students who satisfied all or part of their payment obligations to the University for Spring 2020 for tuition and/or Mandatory Fees (including the Student Activity Fee) and who were enrolled in at least one in-person, on-campus class, excluding the following: all students who had their tuition and fee obligations completely funded by DeSales University for the Spring 2020 semester; 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 Defendant’s heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or Defendant’s officers.

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

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

(v) **“Released Claims”** means any and all causes of action, suits, claims, controversies, rights, agreements, promises, debts, liabilities, accounts, reckonings, covenants, contracts, losses, expenses, liens, demands, judgments, costs, damages, obligations, and all other legal responsibilities in any form or nature, including but not limited to, all claims relating to or arising out of state, local, or federal statute, ordinance, regulation, law or any other claim at common law or in equity, whether past, present, or future, known or unknown, asserted or unasserted, arising out of or in any way allegedly related to (i) tuition and/or mandatory fees paid at DeSales in connection with the Spring 2020 Semester, and/or (ii) the Action, and/or (iii) DeSales’s transition to remote education and student services with respect to the COVID-19 pandemic, the closure or limitations on access to its campus and campus facilities, or the implementation or administration of such remote education during the Spring 2020 semester. This includes all claims that were brought or could have been brought in the Action.

(w) **“Released DeSales Parties”** means DeSales and any present, future, and former parent, subsidiary, division, college, school, center, department, and/or affiliated corporations and entities, the predecessors and successors in interest of any of them, and each of the foregoing’s respective present, future, and former officers, directors, trustees, academic affiliates, administrators, employees, faculty members, students, agents, representatives, attorneys, outside counsel, insurers and re-insurers, predecessors, successors, and assigns.

(x) **“Released Parties”** means each and any of the Released DeSales Parties.

(y) **“Releasing Parties”** means each and any of the Releasing Settlement Class Parties.

(z) **“Releasing Settlement Class Parties”** means the Settlement Class Representative, Class Counsel, and all other Settlement Class Members, and each of their respective current, former, and future heirs, executors, parents, family members, lenders, funders, payors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

(aa) **“Settlement”** means this agreement and all exhibits, which set forth all material terms and conditions of the Settlement between the Parties.

(bb) **“Settlement Administrator”** means RG/2 Claims Administration LLC.

(cc) **“Settlement Amount”** means the \$518,710 monetary consideration to be paid by DeSales. The Settlement Amount represents the total extent of DeSales’s monetary obligations under this Settlement. The payment of the Settlement Amount by DeSales fully discharges all of DeSales’s and the other Released Parties’ financial obligations (if any) in connection with the Settlement, meaning that no Released Party or Parties, including DeSales, shall have any other obligation to make any payment into the Settlement Fund or to any Class Member, or any other person, under this Settlement. In no event shall the total monetary obligation with respect to this Settlement on behalf of any Released Party, including DeSales, exceed five hundred and eighteen thousand, seven hundred and ten dollars (\$518,710.00). In addition, DeSales represents and warrants that it is no longer pursuing outstanding student debt owed from the Spring

2020 semester, such that class members with outstanding balances will not be pursued or subject to collections of any prior debt.

(dd) **“Settlement Benefit”** means each Settlement Class Member’s share of the Net Settlement Fund, and DeSales’s representation that it will not pursue outstanding student debt owed from the Spring 2020 Semester.

(ee) **“Settlement Class”** means all members of the Potential Settlement Class, with the exception of any person who properly executes and files a timely opt-out request to be excluded from the Settlement Class.

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

(gg) **“Settlement Class Representative”** means Named Plaintiff Jeffrey Logan Keenhol.

(hh) **“Settlement Fund”** means the Settlement Amount plus any and all interest earned thereon in an account established and controlled by the Settlement Administrator for the purposes of retaining and distributing the Settlement Fund in accordance with this Settlement and any Court order. The Settlement Fund is intended to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1. Interest, if any, earned in the Settlement Fund will become part of the Settlement Fund to be distributed to the Class Members. The costs of establishing and maintaining the Settlement Fund shall be paid from the Settlement Fund.

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

(jj) **“Short Form Notice”** means the notice provided for in Paragraphs 16–17, substantially in the form attached hereto as Exhibit A-1.

(kk) **“Spring 2020 Tuition and Fees”** means any and all tuition and the mandatory fees (such as the Student Activity Fee) assessed to students by DeSales for the Spring 2020 semester and does not include fees for housing or dining services, or items billed as one-time fees for the entire academic career of the student, fees that were assessed at the request of the student, or penalty fees, including, but not limited to, document fees, ID card fees, elective medical insurance, returned check fees, collection-related fees, late fees, withdrawal fees, flexible spending funds, and disciplinary fees.

(ll) **“Taxes”** means (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the reasonable expenses and costs incurred in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, the reasonable expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the Settlement Fund, including withholding taxes. The Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for all tax filings with respect to any earnings on the Settlement Fund and the payment of all taxes that may be due on such earnings.

(mm) **“Uncashed Settlement Checks”** means any checks sent to Settlement Class Members that remain uncashed after a period of one hundred and twenty (120) days from the date of distribution of the checks to Settlement Class Members.

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

MONETARY RELIEF TO SETTLEMENT CLASS MEMBERS

4. The Net Settlement Fund will be allocated pro rata to each Settlement Class Member based on the ratio of (a) the total amount of Spring 2020 Tuition and Fees assessed to

Settlement Class Members enrolled at DeSales 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 DeSales during the Spring 2020 semester, less financial aid provided by DeSales, less any outstanding financial obligation the student owed to DeSales for the Spring 2020 semester, and less any refunds of Tuition and/or Fees already distributed related to Spring 2020 semester. To the extent the distribution formula results in an individual payment amount of less than \$25, the payment amount will be adjusted upwards so that no Settlement Class Member shall receive less than \$25. In addition to the cash payment set forth above, DeSales represents and warrants that it is no longer pursuing outstanding student debt owed from the Spring 2020 semester, such that class members with outstanding balances will not be pursued or subject to collections of any prior debt.

5. Potential Settlement Class Members who properly execute and file a timely Opt-Out Request to be excluded from the Settlement Class will not be counted as Settlement Class Members for purposes of the distribution of the Net Settlement Fund as described in paragraph 4.

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

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

8. The Settlement Administrator will send the Settlement Benefits to Settlement Class Members within sixty (60) days of the Effective Date. The Settlement Administrator shall send a reminder to Settlement Class Members who have not yet cashed their Settlement Benefit after sixty (60) days, and shall provide a report to Class Counsel and DeSales's Counsel no less than thirty (30) days before the expiration of the check cashing period of how many checks have been cashed. The report shall include copies of Election Forms submitted by Class Members that have not cashed their checks. Funds for Uncashed Settlement Checks shall be returned to DeSales in a wire or as otherwise agreed between DeSales and the Settlement Administrator to be paid into a fund that will provide students with financial aid.

RELEASE

9. The Releasing Settlement Class Parties shall be deemed to have, and by operation of law and of the Final Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged all Released Claims against the Released DeSales Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Released DeSales Parties.

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

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

provision under federal or state law in the States of Texas, North Carolina, or any other jurisdiction.

Section 1542 of the California Civil Code provides:

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

Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code as it relates to the Released Claims, the Spring 2020 Semester at DeSales, the payment of tuition and fees for the Spring 2020 Semester, and the transition to remote instruction during the Spring 2020 Semester.

12. The Releasing Parties may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, for damages, injunctive relief, rescission, disgorgement, or restitution or any other right, remedy, or relief of every nature and description whatsoever, whether based on federal, state local, statutory, or common law or any other law, rule, or regulation, including the law of any jurisdiction outside the United States, that were brought or could have been brought in the

complaint in this Action without regard to subsequent discovery or the existence of different or additional facts.

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

CAFA NOTICE

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

CLASS NOTICE

15. Within thirty (30) days of the entry of the Preliminary Approval Order, DeSales will produce to the Settlement Administrator a list from its records that includes the names and last known email and postal addresses, to the extent available, belonging to all Potential Settlement Class Members (the “Class List”).¹ The Class List will be provided to the Settlement Administrator for the sole purpose of the Settlement Administrator performing its obligations pursuant to the Settlement and shall not be used for any other purpose at any time.

16. Following the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form Notice and Election Form substantially in the form attached hereto as Exhibit A-1 via email to persons listed on the Class List. If an email address is

¹ Consistent with the requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and associated regulations, 34 C.F.R. Part 99 (collectively, “FERPA”), any order granting preliminary or final approval of the Settlement shall constitute a judicial order within the meaning of FERPA, see 34 C.F.R. § 99.31(a)(9)(i), and the Settlement and the Court’s order shall constitute specific notice of DeSales’s intention to comply with that order, see 34 C.F.R. § 99.31(a)(9)(ii).

not available for a Potential Settlement Class Member, the Short Form Notice will be sent to the Potential Settlement Class Member's last known mailing address via U.S. mail. Unless adjusted by Court order, the sending or mailing of the Short Form Notice shall be completed within forty-five (45) days after the entry of the Preliminary Approval Order. If a Short Form Notice is returned as undeliverable via email, then the Settlement Administrator shall take all reasonable steps to obtain a mailing address, including performing a skip trace, and shall email the Short Form Notice to any other email address obtained or mail the Short Form Notice to any physical address. If a Short Form Notice is returned as undeliverable via mail, then the Settlement Administrator shall take all reasonable steps to obtain a mailing address, including requesting such information from DeSales, performing a skip trace, and/or remailing the Short Form Notice to any address. The Settlement Administrator shall also mail a Short Form Notice and Election Form to any Class Member who requests them after the initial mailing of Short Form Notice and before the Notice response deadline. The Settlement Administrator will notify Class Counsel and DeSales's Counsel of any Short Form Notices and Election Forms returned as undeliverable after the first mailing, including those returned as undeliverable after any subsequent mailing. All costs of locating Class Members will be paid from the Settlement Fund. To assist in obtaining a more accurate email or physical address for any Class Member, Class Counsel may provide such to the Settlement Administrator to be used for the purposes of mailing of Short Form Notice.

17. The Short Form Notice shall advise the Potential Settlement Class Members of their rights under the Settlement, including the right to be excluded from and/or object to the Settlement or its terms. The Short Form Notice shall also inform Potential Settlement Class Members that they can access the Long Form Notice on the Settlement Website, which Long Form Notice shall

advise the Potential Settlement Class Members of the procedures outlined in Paragraphs 21-28, specifying how to request exclusion from the Settlement or submit an objection to the Settlement.

18. No later than forty-five (45) days after the entry of the Preliminary Approval Order, and before the issuance of the Short Form Notice, the Settlement Administrator shall establish the Settlement Website at a mutually agreed-upon URL. The Settlement Website will allow Settlement Class Members to provide an updated mailing address to receive a paper check or to elect to receive their Settlement Benefit via Venmo or PayPal. The Settlement Website shall include, in downloadable format, the following: (i) the Long Form Notice; (ii) the Preliminary Approval Order; (iii) the Settlement (including all of its exhibits); and (iv) any other materials agreed upon by the Parties and/or required by the Court.

19. No later than sixty (60) days after the entry of the Preliminary Approval Order and until the Final Approval Hearing, DeSales will inform Potential Settlement Class Members of the settlement by providing a link to the Settlement Website on DeSales's website.

20. Prior to the Final Approval Hearing, in connection with the motion for final approval of the Settlement, Class Counsel shall serve and file a sworn statement from the Settlement Administrator evidencing compliance with the provisions of the Preliminary Approval Order concerning the distribution of the Short Form Notice to the Settlement Class.

REQUESTS FOR EXCLUSION

21. A potential Settlement Class Member may request to be excluded from the Settlement Class by sending an Opt-Out Request to the Settlement Administrator, in care of the address provided in the Long Form Notice, postmarked no later than forty-five (45) days after the issuance of the Short Form Notice (the "Objection/Exclusion Deadline"), which date shall be included in the Short Form Notice.

22. The Opt-Out Request must:

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

23. An Opt-Out Request that does not include all of the foregoing information in Paragraph 22, that is sent to an address other than that designated in the Long Form Notice, or that is not postmarked within the time specified, shall be invalid and any individual sending such request shall be deemed to remain in the Settlement Class and shall be bound as a Settlement Class Member by the Settlement, if approved by the Court. Any Potential Settlement Class Member who properly elects to be excluded, in compliance with the requirements set forth in Paragraphs 21–22, shall not: (a) be bound by any orders of the Court or the Final Judgment; (b) be entitled to relief under the Settlement; (c) gain any rights by virtue of the Settlement; or (d) be permitted to object to any aspect of the Settlement.

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

25. DeSales has the right to audit the exclusion process for evidence of fraud or error and the Court will be the final arbiter of an exclusion's validity.

OBJECTIONS BY SETTLEMENT CLASS MEMBERS

26. Any Settlement Class Member may file a written objection to the Settlement, and/or the Fee Award. The Settlement Class Member must file their written objection(s) with the Clerk of Court, or via the Court's electronic case filing system if the objection(s) are from a Settlement Class Member represented by counsel, such that they are postmarked no later than the Objection/Exclusion Deadline. Copies must also be sent at the same time via mail, hand, or

overnight delivery service to Class Counsel and DeSales's Counsel at the addresses set forth below.

27. The written objection(s) must:
- (a) state that the person objecting is a Settlement Class Member;
 - (b) include the name, address, email, and telephone number of the Settlement Class Member objecting;
 - (c) be personally signed by the objecting Settlement Class Member;
 - (d) contain a statement that includes all objections, provides whether each objection applies only to the objector, 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 relied upon); and
 - (e) include a statement of whether the objector intends to appear at the Final Approval Hearing, with or without counsel.

28. Any Settlement Class Member who fails to timely file a written objection with the Court and/or timely file notice of their intent to appear at the Final Approval Hearing in accordance with the terms of Paragraphs 26–27 and as detailed in the Long Form Notice, with copies to designated counsel for each of the Parties, shall not be permitted to object to the Settlement, and/or the Fee Award at the Final Approval Hearing; shall be foreclosed from seeking any review of the Settlement, and/or the Fee Award by appeal or other means; and shall be deemed to have waived their objection(s) and be forever barred from making any such objection(s) in the Action or any other related action or proceeding.

SETTLEMENT ADMINISTRATION

29. The Settlement Administrator shall administer the Settlement and shall act under Class Counsel's supervision and subject to the jurisdiction of the Court. Class Counsel shall be

responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund, subject to Court approval.

30. The Settlement Administrator shall:

(a) send Short Form Notice and CAFA Notice to the Potential Settlement Class Members, as described in Paragraphs 14 and 16;

(b) establish the Settlement Website, as described in Paragraph 18;

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

(d) forward to Class Counsel, with copies to DeSales's Counsel, all documents and other materials received in connection with the administration of the Settlement promptly upon receipt;

(e) receive Opt-Out Requests and other requests from the Potential Settlement Class Members and promptly provide a copy of such requests to Class Counsel and DeSales's Counsel upon receipt, including any requests received after the Objection/Exclusion Deadline;

(f) provide (at least) weekly reports to Class Counsel and DeSales's Counsel, including without limitation, (i) the status of the emailing and physical mailing of the Notices and Election Forms to Class Members, (ii) the status or progress of the claims administration process, (iii) anticipated or expected distribution of the Settlement Checks, (iv) beginning the second Friday after Notice is mailed to Class Members, the number of Class Members, Objectors, and Opt-outs, and (v) any other aspect of the claims administration process;

(g) provide a report to Class Counsel and DeSales's Counsel thirty (30) days before the close of the 120-day check cashing period including copies of Election Forms of Settlement Class Members who have not cashed their checks;

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

(i) wire or otherwise return those unclaimed funds to DeSales as described in paragraph 8, *supra*;

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

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

31. The Settlement Administrator shall keep the Class List and all personal information, including the identity and mailing addresses of the Potential Settlement Class Members and Settlement Class Members' tuition and aid information, confidential and secure from unauthorized access or disclosure, consistent with generally accepted industry standards. The Parties agree that this information may not be used for any purpose other than effectuating the terms of the Settlement or the duties or obligations arising hereunder.

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

33. DeSales, the Released Parties, and DeSales's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement Fund to Class Members or the implementation, administration, or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

34. No later than seven (7) days after the Effective Date, DeSales will produce to the Settlement Administrator the Spring 2020 Tuition and Fees paid and the amount of DeSales-backed scholarships or grants received by each Settlement Class Member to facilitate the pro rata distribution of settlement proceeds. No later than thirty (30) days after the Objection/Exclusion Deadline, the Settlement Administrator shall certify jointly to Class Counsel and DeSales's Counsel: (a) a list of all Class Members; (b) a list of all objectors; (c) a list of all Class Members who timely submitted an Opt-Out Request; and (d) an estimated calculation of the Settlement Benefits to Class Members in accordance with the formulas and allocation amounts discussed herein. To the extent that any issues arise, they should be addressed by the Parties. If the issues cannot be resolved, they should be submitted to the Court via the application for Final Approval with designated paragraphs concerning the respective positions of the Parties.

PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

35. No later than forty-five (45) days from the date of this Settlement and in coordination with DeSales's Counsel, Class Counsel will move for preliminary approval of the

Settlement, provisional certification of the Settlement Class for settlement purposes only, appointment of Named Plaintiff as Settlement Class Representative, appointment of Class Counsel as counsel for the Settlement Class, and the scheduling of the Final Approval Hearing. Concurrently with the motion for preliminary approval, Class Counsel shall apply to the Court for, and DeSales shall agree to, entry of the proposed Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

36. At the time of the submission of the Settlement to the Court as described above, Class Counsel shall request that the Court hold a Final Approval Hearing, which shall be held no less than seventy-five (75) days after the Short Form Notice is disseminated.

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

(a) approve the Settlement as fair, reasonable, and adequate to the Settlement Class, and direct consummation of the Settlement in accordance with the terms and provisions of the Settlement;

(b) fully and finally dismiss the Action with prejudice, and without costs (except as may be provided herein) to any Party as against any other;

(c) incorporate the releases set forth above in Paragraphs 9–13, make the releases effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

(d) approve the manner of distribution of the Net Settlement Fund and order that payments be made to Settlement Class Members only in accordance with same;

(e) award Class Counsel from out of the Settlement Fund such Fee Award and Litigation Expenses as the Court may allow; and

(f) reserve jurisdiction over: (i) implementation of the Settlement and any distribution to Settlement Class Members, pursuant to further orders of the Court; (ii) disposition of the Settlement Fund; (iii) the Action, until each and every act agreed to be performed pursuant to the Settlement shall have been performed, pursuant to further orders of the Court; and (iv) the Parties, for the purpose of enforcing and administering the Settlement.

SETTLEMENT CONSIDERATION

38. The Settlement Amount shall be the sum of \$518,710. Within thirty (30) days after the Court enters the Preliminary Approval Order, DeSales shall deposit into an Escrow Account established by the Escrow Agent (the “Escrow Account”), the sum of \$50,000 to cover Administrative Expenses. Within thirty (30) days after the Court enters the Final Approval Order, DeSales shall deposit into the Escrow Account the sum of \$468,710. No person or entity shall be liable to pay any amount pursuant to the Settlement except as set forth in this paragraph.

USE OF SETTLEMENT FUND

39. The Settlement Fund shall be used to pay: (a) any Administrative Expenses incurred in accordance with Paragraph 1(b), including claims administration and notice costs; and (b) any Fee Award and Litigation Expenses granted by the Court (collectively, the “Deductions”). The remaining funds, the Net Settlement Fund, shall be distributed to Settlement Class Members according to the Settlement.

40. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed as provided in Paragraphs 4–8.

41. Up until the Effective Date, the Escrow Account shall be under the control of the Escrow Agent, on behalf of the Settlement Class Representative, the Settlement Class, and DeSales. The Escrow Agent shall cause the Settlement Fund to be invested exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments), except that any cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. The Escrow Agent shall cause all interest on the Escrow Account to be collected and reinvested. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. The Released DeSales Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund will be borne solely by the Settlement Fund.

42. The Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1. The Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. The Settlement Administrator shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released DeSales Parties shall not have any liability or

responsibility for any such Taxes. Upon written request, DeSales will provide to the Settlement Administrator the statement described in Treasury Regulation § 1.468B-3(e). The Settlement Administrator, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

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

44. This Settlement is not a claims-made settlement. As of the Effective Date, all rights of DeSales in or to the Settlement Fund shall be extinguished, but for DeSales’s right to receipt of Uncashed Settlement Checks, in the manner and for the purposes described in Paragraph 8, above.

45. Prior to the Effective Date, the Escrow Agent may pay from the Settlement Fund Administrative Expenses actually incurred and paid or payable, which shall not exceed fifty thousand (\$50,000). If, prior to the Effective Date, Administrative Expenses exceed \$50,000, such additional amounts shall be paid only after approval by both Class Counsel and DeSales’s Counsel.

The Released DeSales Parties are not responsible for, and shall not be liable for, any Administrative Expenses. Apart from the Administrative Expenses described within this paragraph, no other disbursements shall be made out of the Settlement Fund except: (a) upon order of the Court; or (b) as provided in the Settlement.

46. If the Effective Date does not occur, or if the Settlement is not approved or is voided, terminated, or cancelled pursuant to the terms of the Settlement, the Settlement Class Representative and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with Paragraph 1(b). Any amounts remaining in the Settlement Fund after payment of Administrative Expenses incurred in accordance with Paragraph 1(b), including all interest earned on the Settlement Fund net of any Taxes, shall be returned to DeSales. No other person or entity shall have any further claim whatsoever to such amounts.

47. The Net Settlement Fund will be distributed in the manner set forth in Paragraphs 4–8. The manner of distribution of the Net Settlement Fund, as described in Paragraphs 4–8, the treatment of Uncashed Settlement Checks, as described in Paragraph 8, and the identity of the Settlement Administrator, as described in Paragraph 1(bb), are not necessary terms of the Settlement, and it is not a condition of the Settlement that any particular manner of distribution of the Net Settlement Fund be approved by the Court. The Settlement Class Representative and Class Counsel may not cancel or terminate the Settlement based on the Court's or any appellate court's ruling with respect to the manner of distribution of the Net Settlement Fund or any other plan of distribution in this Action. Any order or proceeding relating to the manner of distribution of the Net Settlement Fund or any other plan of distribution in this Action, or any appeal from any such order, shall not operate to terminate or cancel the Settlement.

48. Payment pursuant to the Final Judgment shall be final and conclusive against all Settlement Class Members. All Settlement Class Members who have not opted out of the Settlement Class shall be bound by all terms of the Settlement, including the Final Judgment to be entered in this Action, and will be permanently barred and enjoined from bringing any action against the Released DeSales Parties with respect to any and all of the Released Claims.

49. No person or entity shall have any claim or cause of action against the Settlement Class Representative, Class Counsel, the Settlement Administrator, or any other agent designated by Class Counsel arising from distributions made substantially in accordance with the Settlement, the manner of distribution of the Net Settlement Fund as approved by the Court, or any order of the Court.

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

51. Within fifteen (15) days after the Final Approval Order from the Court, the Settlement Administrator shall finalize calculations for allocation of the Settlement proceeds and provide a reporting thereof to the Parties. To the extent any issues arise from the calculations, the Parties shall meet and confer to resolve any disputes. To the extent that the Parties are unable to resolve the disputes concerning the calculations, the Parties shall submit the settlement to Judge

Rueter for final resolution of the calculations and distributions, subject to the Court's ultimate approval.

AWARDS FOR ATTORNEYS' FEES

52. No later than fourteen (14) days prior to the Objection/Exclusion Deadline, Class Counsel will apply to the Court for a Fee Award to Class Counsel to be paid from (and out of) the Settlement Fund. In addition to the Fee Award, Class Counsel will also apply to the Court for reimbursement of their Litigation Expenses, which may include a request for reimbursement of the Settlement Class Representative's costs and expenses directly related to their representation of the Settlement Class, to be paid from (and out of) the Settlement Fund and not to exceed fifty thousand dollars (\$50,000.00).

53. Any Fee Award and Litigation Expenses shall be paid to Class Counsel from the Settlement Fund upon request after entry of an order by the Court awarding such Fee Award and Litigation Expenses. In the event that the Fee Award or award of Litigation Expenses is later vacated, modified, reversed, or rendered void as the result of any appeal, further proceedings on remand, or successful collateral attack, Class Counsel shall repay to the Settlement Fund the amount of the Fee Award and/or Litigation Expenses reversed, vacated, or modified, including any accrued interest. Class Counsel shall make the appropriate refund or repayment in full no later than twenty-one (21) days after: (a) receiving from DeSales's Counsel notice of the termination of the Settlement; or (b) any order reversing or modifying the Final Judgment, vacating the Final Judgment, or reducing or reversing the Fee Award or Litigation Expenses has become Final.

54. The granting by the Court of any Fee Award, or Litigation Expenses is not a necessary term of the Settlement, and it is not a condition of the Settlement that any particular Fee Award, or Litigation Expenses be approved by the Court. The Settlement Class Representative and Class Counsel may not cancel or terminate the Settlement based on this Court's or any appellate

court's ruling with respect to any Fee Award, or Litigation Expenses. Any order or proceeding relating to any Fee Award, or Litigation Expenses, or any appeal from any such order, shall not operate to terminate or cancel the Settlement. However, distribution of all or a portion of the Settlement Fund may be delayed in the event of an appeal concerning any Fee Award or Litigation Expenses.

NO ADMISSION OF WRONGDOING

55. Neither the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, is, may be construed as, or may be used as an admission by or against DeSales of any fault, wrongdoing, or liability whatsoever, and DeSales has denied all such fault, wrongdoing, or liability.

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

TERMINATION OF SETTLEMENT

57. DeSales or the Class Representative on behalf of the Settlement Class, shall have the right to terminate this Settlement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Settlement in any material respect; (ii) the Court's refusal to grant final approval of this Settlement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect;

(iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an alternate judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court (each a “Termination Event”). Following the Termination Notice, and as soon as practicable, the Parties shall schedule a mediation session with Judge Rueter to address the Termination Event in good faith. Termination of this Settlement is not valid until after the Parties have reached an impasse at mediation.

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

59. If DeSales elects to terminate the Settlement in accordance with the terms set forth herein, the Settlement shall be deemed terminated and cancelled and the provisions of this paragraph shall apply.

60. Within ten (10) business days after written notice is sent by DeSales or DeSales’s Counsel to the Escrow Agent and Class Counsel, the Escrow Agent shall cause the Settlement Fund and all interest earned thereon (subject to the expiration of any time deposit not to exceed ninety (90) days to be refunded to DeSales, less any Administrative Expenses paid or incurred in accordance with the terms of the Settlement.

MISCELLANEOUS PROVISIONS

61. The Settlement may be executed by Class Counsel and DeSales’s Counsel on behalf of the Parties. All counsel executing the Settlement represent and warrant that they are authorized and empowered to execute the Settlement on behalf of their clients, and that the signature of such counsel is intended to and does legally bind the clients of such counsel.

62. Class Counsel, on behalf of the Settlement Class, are authorized to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement to effectuate its terms. Class Counsel are also authorized to enter into any modifications or amendments to the Settlement on behalf of the Settlement Class which such counsel deem appropriate.

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

64. The Settlement may be amended or modified only by a written instrument signed by or on behalf of the Settlement Class Representative and DeSales or their successors-in-interest, except to the extent that any modification would be inconsistent with any order by the Court.

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

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

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

68. The Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the

Parties shall exchange among themselves signed counterparts. Signatures may be originals, or facsimile or PDF copies.

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

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

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

72. The Parties and their counsel agree to use their best efforts, and to take all reasonable steps necessary, to obtain the entry of the Final Judgment, and to effectuate the Settlement. Any such actions taken by the Parties, and any actions taken by the Parties to comply with the Settlement, will be in accordance with federal, state, and/or local law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and associated regulations, 34 C.F.R. Part 99.

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

If to the Settlement Class
Representative or Class Counsel:

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

LEEDS BROWN LAW, P.C.

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

If to DeSales:

SAUL EWING LLP

Attn: James A. Keller
Centre Square West
1500 Market Street, 38th Floor
Philadelphia, PA 19102
Phone: (215) 972-7777
Email: james.keller@saul.com

74. The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Settlement Class Representative, or any other Settlement Class Members, against the Released DeSales Parties with respect to the Released Claims. Accordingly, Settlement Class Representative and their counsel, and DeSales and DeSales's Counsel, agree not to assert in any forum that this Action was brought or defended in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect a Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

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

Dated: April 17, 2025

LYNCH CARPENTER, LLP

By: /s/ Nicholas A. Colella
Nicholas A. Colella
1133 Penn Ave., Floor 5
Pittsburgh, PA 15222
nickc@lcllp.com

Dated: April 17, 2025

LEEDS BROWN LAW, P.C.

By: /s/ Anthony Alesandro
Michael Tompkins
Anthony Alesandro
One Old Country Road, Suite 347
Carle Place, NY 11514
mtompkins@leedsbrownlaw.com
aalesandro@leedsbrownlaw.com

***Attorneys for the Named Plaintiff and
the Putative Class***

Dated: April 17, 2025

SAUL EWING LLP

By: /s/ James A. Keller
James A. Keller
Centre Square West
1500 Market Street, 38th Floor
Philadelphia, PA 19102
Phone: (215) 972-7777
Email: james.keller@saul.com
Attorney for DeSales University

[signatures continued on next page]

Dated: 05/07/2025

/s/ 

Jeffrey Logan Keenhold

Plaintiff

Dated: _____

/s/

[AUTHORIZED REPRESENTATIVE]

DeSales University

Dated: _____

/s/
Jeffrey Logan Keenhol

Plaintiff

Dated: April 23, 2025

/s/ Peter Rautzhan
[AUTHORIZED REPRESENTATIVE]

DeSales University