

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

**JOSHUA DELLER, on behalf of himself  
and all others similarly situated,**

*Plaintiff,*

v.

**DREXEL UNIVERSITY,**

*Defendant.*

**Case No. 2:23-cv-03746-JDW**

**ORDER**

**AND NOW**, this 5th day of August, 2026, upon consideration of Plaintiff Joshua Deller's Unopposed Motion For Final Approval Of Class Action Settlement (ECF No. 53), following a hearing in open court and for the reasons I stated on the record, it is **ORDERED** that the Motion is **GRANTED** as follows.

1. This Order incorporates the definitions in the Settlement, and all terms used in the Order have the same meanings as set forth in the Settlement, unless otherwise defined herein.

2. The Short Form Notice and Long Form Notice (the "Notices") provided to the Potential Settlement Class Members in accordance with the Preliminary Approval Order constituted the best notice practicable under the circumstances; constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Action, their right to object to or exclude themselves from the

proposed Agreement, and to appear at the Final Approval Hearing; were reasonable and constituted due, adequate, and sufficient notice of the proceedings and matters set forth therein, including of the Settlement, to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of this Court.

3. The notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, have been satisfied.

4. Pursuant to Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure, I grant final class certification, for settlement purposes only, of the Settlement Class that I provisionally certified in my Preliminary Approval Order, and find that all of the requirements of Rule 23(a) and Rule 23(b)(3) have been satisfied.

5. I confirm the appointment of Joshua Deller as Settlement Class Representative.

6. I confirm the appointment of Nicholas A. Colella of Lynch Carpenter, LLP and Michael A. Tompkins and Anthony M. Alesandro of Leeds Brown Law, P.C. as Class Counsel.

7. I confirm the appointment of RG/2 Claims Administration LLC as Settlement Administrator. It shall perform the duties and responsibilities as set forth in the Settlement Agreement with respect to the distribution of the Settlement Fund.

8. Class Counsel and the Settlement Class Representative have fairly and adequately represented the Settlement Class, both with respect to litigation of the Action and for purposes of negotiating, entering into, and implementing the Settlement. Class Counsel and the Settlement Class Representative have satisfied the requirements of Rules 23(a)(4) and 23(g) of the Federal Rules of Civil Procedure.

9. Pursuant to Rule 23(e), I grant final approval of the Settlement, as: (i) it is in all respects fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class; (ii) it was the product of informed, good faith, arm's-length negotiations among competent, able counsel; (iii) it was based on a record that is sufficiently developed to have enabled the Settlement Class Representative and Drexel to adequately evaluate their positions; (iv) the relief provided to the Settlement Class is adequate, taking into account the costs, risks, and delay of continued litigation and the effectiveness of the plan of allocation as outlined in the Settlement; (v) the Settlement treats Settlement Class Members equitably relative to one another; and (vi) the Settlement was positively received by the Settlement Class.

10. There are two Settlement Class Members who have timely and validly requested exclusion from the Settlement Class.

11. The Settlement Class Representative and the Settlement Class Members are hereby bound by the terms of the Settlement as amended by this Order.

12. The Settlement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class.

13. I find and confirm that the Settlement Fund is a “qualified settlement fund” as defined in Sections 468B-1 through 468B-5 of the Treasury Regulations.

14. The Settlement is binding on and has *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and Releasing Parties with respect to Released Claims, provided, however, that the last sentence of Paragraph 9 of the Settlement Agreement is amended to read: “Parties shall seek further approval of any sort of *cy pres* distribution of the restricted fund.”

15. Final Judgment shall be, and hereby is, entered dismissing the Action (including all individual claims and Settlement Class claims presented thereby) on the merits and with prejudice, and without fees or costs to any Party, except as provided in the Settlement Agreement.

16. As of the Effective Date, 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 Drexel Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Claims against any of the Released Drexel Parties. 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. Notwithstanding the Release provisions of the Settlement Agreement in Paragraphs 10–14, the Releasing Settlement Class Parties *are not* precluded from addressing, contacting, dealing with, or complying with requests or inquiries from any governmental authorities relating to the issues raised in this Settlement.

17. The manner of distribution of the Net Settlement Fund as described in the Settlement and in the Notices to Potential Settlement Class Members is hereby approved, subject to modification by further order from me, which may, at my discretion, be entered without further notice to the Settlement Class. Any order or proceedings relating to the manner of distribution of the Net Settlement Fund, so long as they are not materially inconsistent with this Final Judgment, shall not operate to terminate or cancel the Settlement or affect the finality of this Final Judgment approving the Settlement.

18. Neither the Settlement nor this Final Judgment nor the fact of the Settlement is an admission or concession by Drexel of any fault, wrongdoing, or liability whatsoever. This Final Judgment is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption, or inference

against Drexel or the Released Parties in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement.

19. Without affecting the finality of this Final Judgment in any way, I retain and reserve continuing and exclusive jurisdiction as to all Settlement Class Members and matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purposes.

20. The Parties shall implement and consummate the Settlement according to this Order along with the terms and provisions of the Settlement Agreement, which are hereby approved and incorporated herein by reference.

21. In the event that this Final Judgment does not become Final in accordance with Paragraph 1(l) of the Settlement, then this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void, except those necessary to effect termination of the Settlement. In such event, the Action shall return to its status immediately prior to execution of the Settlement.

It is **FURTHER ORDERED** that, upon consideration of Mr. Deller's Motion For Award Of Attorneys' Fees, Costs, And Case Contribution Award To Settlement Class Representative (ECF No. 51), and for the reasons I gave on the record in open Court, the Motion is **GRANTED** as follows.

1. Class Counsel are awarded attorneys' fees in the amount of \$733,260.
2. Class Counsel are awarded reimbursement of expenses in the amount of \$9,836.71.
3. An amount of \$65,000 in claims administration costs shall be paid to the Settlement Administrator.
4. A Case Contribution Award in the amount of \$10,000.00 is to be paid to Plaintiff Joshua Deller.

The Clerk of Court shall mark this case closed.

**BY THE COURT:**

/s/ Joshua D. Wolson

JOSHUA D. WOLSON, J.