

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Daniel Carstairs, et al. v. University of Rochester, No. 6:20-cv-06690 CJS (W.D.N.Y.)

PLEASE READ THIS NOTICE CAREFULLY. If you were a student or learner at the University of Rochester (“Defendant” or “Rochester”) who paid or caused to be paid tuition and/or Mandatory Fees to Rochester to attend in-person courses at Rochester in the Spring 2020 Semester, Summer 2020 Semester, and/or Fall 2020 Semester for a degree- or certificate-bearing University of Rochester program and whose courses were not provided in-person, you are a member of the proposed class action settlement in the above-captioned case.

The United States District Court for the Western District of New York authorized this Notice. This is not a solicitation from a lawyer.

WHY DID I GET THIS NOTICE?

- A Settlement has been reached with Rochester in a class action lawsuit alleging that students are entitled to partial refunds of tuition and fees due to Rochester’s temporary transition from in-person instruction and other educational services to a virtual environment beginning in March 2020 in response to the COVID-19 pandemic and related, government-mandated public health measures. The case *Daniel Carstairs, et al. v. University of Rochester, No. 6:20-cv-06690 CJS*, is pending in the United States District Court for the Western District of New York (the “Action”). Rochester denies all allegations of wrongdoing and disclaims all liability with regard to all claims in the Action, and the proposed Settlement is not an admission of wrongdoing by Rochester. But Rochester has agreed to settle this case to avoid the expenses and uncertainties associated with continued litigation. The Court has granted preliminary approval of the Settlement and has conditionally certified the Potential Settlement Class for purposes of settlement only. You are receiving this Notice because you may be a Settlement Class Member.¹
- You are a member of the Potential Settlement Class if you were a student or learner who paid or caused to be paid tuition and/or Mandatory Fees to Rochester to attend in-person courses at the University of Rochester in the Spring 2020 Semester, Summer 2020 Semester and/or Fall 2020 Semester for a degree- or certificate-bearing University of Rochester program and whose courses were not provided in-person. But you are not a member of the Potential Settlement Class if you are among the following: (1) students who did not enroll in in-person classes at Rochester for the Spring 2020 Semester, Summer 2020 Semester and/or Fall 2020 Semester; (2) students who received exclusively in-person classes at Rochester for all classes enrolled during the Spring 2020 Semester, Summer 2020 Semester and/or Fall 2020 Semester; (3) students who received a refund, Gift Aid, or Rochester scholarships covering all tuition and Mandatory Fees for each of the Spring 2020 Semester, Summer 2020 Semester and/or Fall 2020 Semester in which they enrolled in in-person classes but did not receive in-person classes; (4) any District Judge or Magistrate Judge presiding over this Action and members of their families; (5) the Defendant, Defendant’s subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (6) persons who properly execute and file a timely request for exclusion from the class; and (7) the legal representatives, successors or assigns of any such excluded persons.
- As more fully explained in the Settlement Agreement, under the terms of the Settlement Agreement, Rochester will pay \$3.5 million into a Settlement Fund. Some of that will go to Class Counsel for attorneys’ fees and expenses, some will go to the Named Plaintiff as a Service Award, and some will pay for the costs of administering the settlement. What remains of the \$3.5 million will be divided among the approximately 10,000 Potential Settlement Class Members (as defined herein) based on the formula contained in the Settlement Agreement. Potential Settlement Class Members do not need to take any action to receive their shares of the payment. If the Court ultimately approves the Settlement, Potential Settlement Class Members will automatically receive their share of any payment under the Settlement Agreement electronically, if the Settlement Administrator has a valid email address for the Potential Settlement Class Member. Otherwise, the Settlement Administrator will mail a check for the amount due to the Potential Settlement Class Member. Potential Settlement Class Members may call the Settlement Administrator at (833) 215-9289 or email questions@URSettlement.com to update their email and/or mailing address, change their options for payment, or to direct any payment to which they are entitled to Defendant’s Basic Needs Fund, a fund maintained by Rochester to provide short-term assistance to students in unanticipated or emergency situations.

¹ Definitions for terms used herein can be found in the Settlement Agreement available at www.URSettlement.com

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Potential Settlement Class Members who do nothing automatically receive a payment electronically, directed to their email address if the Settlement Administrator has a valid email address for them, or otherwise by check. You will give up any rights you may have to sue Rochester about the issues in this case.
CHANGE YOUR PAYMENT OPTIONS	Potential Settlement Class Members may call the Settlement Administrator at (833) 215-9289 or email questions@URSettlement.com to (a) update their email and/or mailing address, (b) change their options for payment, or (c) direct any payment to which they are entitled to Defendant's Basic Needs Fund.
EXCLUDE YOURSELF	You will not receive your cash award, but you will retain any rights you may have to sue Rochester about the issues in this case. The deadline to exclude yourself is October 14, 2025 .
OBJECT	Write to the Court explaining why you don't like the Settlement. If the Court approves the Settlement, you will be bound by the Court's decision and the Settlement Agreement. The deadline to object to the Settlement is October 14, 2025 .
ATTEND A HEARING	Ask to speak in Court about the fairness of the Settlement during the Final Approval Hearing on November 13, 2025 .

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

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

WHAT IS THIS ACTION ABOUT?

The Action alleges that students who attended Rochester during the Spring 2020 Semester, Summer 2020 Semester and/or Fall 2020 Semester are entitled to partial refunds of tuition and fees as a result of Rochester's temporary transition of in-person instruction and other educational services to a virtual environment beginning in March 2020 due to the COVID-19 pandemic and related, government-mandated public health measures. Rochester denies each and every allegation of wrongdoing, liability, and damages asserted, and Rochester denies that the claims in the Action would be appropriate for class treatment if the litigation proceeded through trial.

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

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which one or more persons called a "Class Representative" sues on behalf of people with similar claims. These people together are a "Settlement Class" or "Potential Settlement Class Members." The Settlement, if finally approved by the Court, resolves the issues for all Potential Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

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

WHO IS IN THE POTENTIAL SETTLEMENT CLASS?

You are a member of the Potential Settlement Class if you were a student or learner who paid or caused to be paid tuition and/or Mandatory Fees to Rochester to attend in-person courses at the University of Rochester in the Spring 2020 Semester, Summer 2020 Semester and/or Fall 2020 Semester for a degree- or certificate-bearing University of Rochester program and whose courses were not provided in-person, and you are not excluded from the Potential Settlement Class. Excluded from the Potential Settlement Class are:

- (1) students who did not enroll in in-person classes at Rochester for the Spring 2020 Semester, Summer 2020 Semester and/or Fall 2020 Semester;
- (2) students who received exclusively in-person classes at Rochester for all classes enrolled during the Spring 2020 Semester, Summer 2020 Semester and/or Fall 2020 Semester;
- (3) students who received a refund, Gift Aid, or Rochester scholarships covering all tuition and Mandatory Fees for each of the Spring 2020 Semester, Summer 2020 Semester and/or Fall 2020 Semester in which they enrolled in in-person classes but did not receive in-person classes;
- (4) any District Judge or Magistrate Judge presiding over this Action and members of their families;
- (5) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees;
- (6) persons who properly execute and file a timely request for exclusion from the Class; and
- (7) the legal representatives, successors or assigns of any such excluded persons.

WHAT ARE MY OPTIONS?

(1) Receive Payment Electronically, by Check or Direct any Payment to which You are Entitled to Defendant's Basic Needs Fund.

The \$3.5 million Settlement Fund, minus any attorneys' fees for Plaintiff's counsel (addressed below), a Service Award for the Named Plaintiff of up to \$5,000 total, and the costs of administering the settlement, will be divided among all Potential Settlement Class Members in accordance with the formula contained in the Settlement Agreement. If the Court ultimately approves the Settlement, Potential Settlement Class Members will automatically receive their share of any payment under the Settlement Agreement electronically, if the Settlement Administrator has a valid email address for the Potential Settlement Class Member. Otherwise, the Settlement Administrator will mail a check for the amount due to the Potential Settlement Class Member. Potential Settlement Class Members may call the Settlement Administrator at (833) 215-9289 or email questions@URSettlement.com to update their email and/or mailing address, change their options for payment, or to direct any payment to which they are entitled to Defendant's Basic Needs Fund, a fund maintained by Rochester to provide short-term assistance to students in unanticipated or emergency situations. If any funds remain uncashed (after the initial and possible redistribution) those monies will be designated to Rochester's Basic Needs Fund.

(2) Exclude Yourself ("Opt-out" of the Settlement).

You may exclude yourself from the Settlement. If you do so, you will not receive a cash award from the Settlement Fund. You will not release any claims you may have against Rochester and the Released Parties (as that term is defined in the Settlement Agreement, available for review at www.URSettlement.com), and you will be able to pursue whatever legal rights you may have by pursuing your own lawsuit against Rochester and the Released Parties at your own risk and expense.

To exclude yourself from the Settlement, you must mail, via First Class United States Mail, postage prepaid, a written, signed statement to the Settlement Administrator at *Carstairs v. University of Rochester*, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, postmarked no later than thirty (30) days before the Final Approval Hearing, scheduled for November 13, 2025. Your request to be excluded from the Settlement must be personally signed and must include: (1) your name, mailing address, and telephone number; and (2) a statement substantially to the effect that: "I request to be excluded from the Settlement Class in the matter of *Daniel Carstairs v. University of Rochester*." You cannot ask to be excluded by phone. You may opt out of the Settlement Class only for yourself; one may not purport to opt others out of the Potential Settlement Class on a class or representative basis. "Mass" or "class" opt-outs will not be allowed.

(3) Object to the Settlement.

If you are a Potential Settlement Class Member (and do not exclude yourself from the Potential Settlement Class), you can object to any part of the Settlement. You can ask the Court to deny approval of the proposed settlement by filing an objection pursuant to the process noted below. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the Settlement. If the Court denies approval, the benefits for Potential Settlement Class Members described herein will not be provided, and the lawsuit will continue.

To object, you must file your objection in writing with the Clerk of Court no later than thirty (30) days prior to the Final Approval Hearing, scheduled for November 13, 2025, and must concurrently serve the objection on the Settlement Administrator, Class Counsel, and counsel for Defendant. The objection must include:

- the Settlement Class Member’s full name, mailing address, and current telephone number;
- if the individual is represented by counsel, the name and telephone number of counsel, if counsel intends to submit a request for fees and all factual and legal support for that request;
- all objections and the basis for any such objections stated with specificity, including a statement as to whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class;
- the identity of any witnesses the objector may call to testify;
- a listing of all exhibits the objector intends to introduce into evidence at the Final Approval Hearing, as well as true and correct copies of such exhibits; and
- a statement of whether the objector intends to appear at the Final Approval Hearing, either with or without counsel.

“Mass” or “class” objections will not be allowed.

If you do not timely and validly make your objection, you will be deemed to have waived all objections and may not be entitled to speak at the Final Approval Hearing.

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

If you wish to object, you must file your objection with the Court (using the Court’s electronic filing system or in any manner in which the Court accepts filings) no later than thirty (30) days prior to the Final Approval Hearing. You must also send a copy of your objection by mail, hand, or overnight delivery service to the Settlement Administrator at Carstairs v. University of Rochester, c/o Settlement Administrator, P.O. Box 16, West Point, PA 19486, Class Counsel, and Defendant’s counsel, postmarked no later than thirty (30) days prior to the Final Approval Hearing.

If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by **October 14, 2025**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection. If you object and the Settlement is approved, you will still be entitled to receive benefits under the Settlement and will be bound by the terms of the Settlement.

COMPENSATION TO CLASS COUNSEL AND THE NAMED PLAINTIFF

Named Plaintiff Compensation. The Court may award reasonable service compensation to the Named Plaintiff for his service in the Action, not to exceed Five Thousand Dollars (\$5,000) total, which shall come from the Settlement Fund. This shall be in addition to any cash award that the Named Plaintiff may receive as a Potential Settlement Class Member.

Class Counsel Attorneys’ Fees, Costs, and Expenses. The attorneys who brought the Action (listed below) will ask the Court to award them attorneys’ fees plus reimbursement of costs and expenses in an amount not to exceed one-third (33 1/3 %) of the Settlement Fund (\$1,166,666.66) for the time, expense and effort expended in investigating the facts, conducting the litigation, and negotiating the Settlement.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from the Settlement, you cannot sue or be part of any other lawsuit against Rochester or the Released Parties about the issues in this case. This specifically includes but is not limited to any claim for breach of contract or any tort, common law or statutory claim arising out of or in any way allegedly related to Rochester’s actions, inactions, decisions, and/or indecisions with respect to COVID-19 in the Spring 2020 Semester, Summer 2020 Semester, and Fall 2020 Semester including transitioning from in-person instruction, educational services, campus events, and other Rochester services to a remote format, including but not limited to all claims that were brought or could have been brought in the Action by Released Parties relating to any and all of the Released Parties. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

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

WHEN WILL I RECEIVE MY CASH PAYMENT?

Cash awards will be distributed if and after the Court grants Final Approval to the Settlement. The Parties cannot accurately predict when (or whether) the Court will grant Final Approval to the Settlement, or whether there may be appeals from that order that take additional time to resolve, so please be patient. After the Court grants Final Approval to the Settlement, and after any appeals are resolved, cash awards will likely be paid within 60 to 90 days.

Updated information about the case will be made available at www.URSettlement.com or you can call the Settlement Administrator at (833) 215-9289 or contact Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already granted Preliminary Approval of the Settlement. A Final Approval Hearing on the Settlement, called a final approval or fairness hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Potential Settlement Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees and expenses and Service Awards for the Plaintiff that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **November 13, 2025, at 10:00 a.m. ET**, at the U.S. District Court for the Western District of New York, 100 State Street, Rochester, NY 14614. The date and time of the Final Approval Hearing are subject to change by Court Order, and the hearing may be conducted remotely. Any changes, including instructions for how Potential Settlement Class Members may attend the hearing if it is conducted virtually or by telephonic means, will be posted at the Settlement Website, www.URSettlement.com and on the Court's docket on PACER at <https://pacer.uscourts.gov/>.

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

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

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement. More details are in the Settlement Agreement which, along with other documents, can be obtained at www.URSettlement.com. If you have any questions, you can also call the Settlement Administrator at (833) 215-9289 or Class Counsel at the numbers or email addresses set forth below. Besides the documents available on the case website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk.

Please do not contact the Judge or the Clerk of the Court or Rochester about this case. They cannot give you advice on your options.

WHO REPRESENTS THE CLASS?

The Court has approved these attorneys to represent the Potential Settlement Class. They are called "Class Counsel."

You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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