

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

FIONA CHEW, TULA GOENKA, BARBARA JONES, AUDIE KLOTZ, and ELISABETH LASCH-QUINN, on behalf of themselves and all others similarly situated,

Index No.: 525007/2021

Plaintiffs,

v.

SYRACUSE UNIVERSITY,

Defendant.

OFFICIAL COURT NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT AND FAIRNESS HEARING

IF YOU WERE EMPLOYED BY SYRACUSE UNIVERSITY AS A FEMALE ASSISTANT, ASSOCIATE, OR FULL PROFESSOR ON OR AFTER JANUARY 8, 2014 THROUGH OCTOBER 1, 2021, YOU MAY BE ENTITLED TO A PAYMENT RESULTING FROM THE SETTLEMENT OF A CLASS ACTION LAWSUIT.

A court authorized this notice. This is not a solicitation from a lawyer.

- A settlement (the “Settlement”) has been reached in the lawsuit currently pending in the Supreme Court of the State of New York, County of Kings, entitled *Chew, et al. v. Syracuse University* (the “Lawsuit”). Five female professors (“Plaintiffs”) allege that Syracuse University (“Syracuse” or “Defendant”) violated state and federal equal pay laws by paying its female faculty members less than similarly situated male faculty members. Syracuse denies the allegations of the Plaintiffs in their entirety and denies any wrongdoing. Nevertheless, to avoid the substantial costs inherent in any litigation and disruption to Syracuse, it has agreed to settle the case. The Court has not made any findings on the merits of Plaintiffs’ claims.
- Based on the formula in the settlement agreement discussed in section 6 below, if you participate in the settlement, the total individual settlement amount you will be entitled to receive is estimated to be approximately \$ <<ESA>>, subject to deductions for applicable taxes.
- This Notice pertains to any individual who has identified as female in Syracuse’s business records, and was employed full-time by Syracuse University in a covered job code description (as explained in Section 1 below) with the rank of Assistant, Associate, or full Professor for at least one academic year during the Settlement Class Period of January 8, 2014 through October 1, 2021 (“Class Members”), except a person who held the position of provost, associate provost, dean, senior associate dean, associate dean, senior vice president, vice president, associate vice president, senior associate vice president, assistant provost, or assistant dean, or was a professor with a temporary assignment (including visiting professors) is excluded for the time they spent in that position during the Settlement Class Period.
- You are receiving this Notice because Syracuse’s records indicate you have identified as female and were employed as a full-time Assistant, Associate, or full Professor for at least one academic year in a covered job code description (as explained in Section 1 below) during the Settlement Class Period and are therefore a “Class Member.”
- The Court has not decided who is right and who is wrong. Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
PARTICIPATE	You do not need to do anything to participate in the settlement. If you do nothing, you will remain part of the case and receive the payment above by check. If you endorse the check, you will be bound by the terms of this settlement, including a release of your claims, and will also be “opting in” to the federal Equal Pay Act part of this Lawsuit and becoming a Collective Action Member.
EXCLUDE YOURSELF	If you wish to exclude yourself (“opt out”) from the settlement you must follow the directions outlined in Section 11 below. If you exclude yourself, you will receive no payment and you cannot object to the settlement. <u>Your exclusion request must be postmarked no later than May 31, 2022.</u>
OBJECT	If you wish to object to the settlement, you must write to the Court about why you believe the settlement is not fair or reasonable. You must object in writing in order to appear at the Fairness Hearing to speak to the Court about the fairness of the settlement. If the Court rejects your objection, you will still be bound by the terms of the settlement.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

BASIC INFORMATION

1. WHY DID I RECEIVE THIS NOTICE?

You have received this notice because Syracuse’s records show that you have identified as female and worked full-time in a covered job code description with the rank of Assistant, Associate, or full Professor for at least one academic year between January 8, 2014 and October 1, 2021. The covered job code descriptions included in the settlement are: Assistant Professor, Associate Professor, Professor, Assistant Teaching Professor, Associate Teaching Professor, Teaching Professor, Research Assistant Professor, Research Associate Professor, Research Professor, Assistant Professor of Practice, Associate Professor of Practice, Professor of Practice, Department Chair/Associate Professor, Department Chairperson/Professor, Interim Department Chair/Associate Professor, Department Chair/Distinguished Professor, Director/Professor, Director/Associate Professor, Director/Assistant Professor, Distinguished Professor, University Professor, and Trustee Professor.

The Court ordered that you be sent this Notice because you have a right to know about this proposed settlement and all your options before the Court decides whether to approve the settlement.

The Court overseeing this case is the Supreme Court of the State of New York, County of Kings. The lawsuit is entitled *Chew, et al. v. Syracuse University*, Index No. 525007/2021.

2. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is to inform you of your rights under the Joint Stipulation of Settlement and Release (the “Settlement Agreement”) resolving the Lawsuit.

3. WHAT IS THIS CASE ABOUT?

The Plaintiffs allege that Defendant paid its female faculty members less than similarly situated male faculty members, in violation of federal and state equal pay laws.

Defendant denies these allegations and believes that Class Members received all monies to which they were entitled. However, to avoid the burden, expense, and uncertainty of continuing litigation, the parties have agreed to this Settlement.

4. WHAT ARE CLASS AND COLLECTIVE ACTIONS?

In a class action, the named plaintiffs are also called “Class Representatives,” and they sue on behalf of people who have similar claims.

The Class Representatives and the other people on whose behalf they sue are called a “Class” or “Class Members.” One court resolves the issues for everyone in the Class—except for those who choose to exclude themselves from the Class.

In a collective action lawsuit, one or more persons bring a lawsuit on behalf of individuals who have similar claims. Individuals must “opt in” to join the collective action. You may “opt in” to the Collective Action part of the lawsuit and become a “Collective Action Member” by cashing the settlement check that will be mailed to you if and when the court approves the settlement.

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. WHAT ARE THE TERMS OF THE SETTLEMENT AGREEMENT?

The Parties have agreed to settle this matter for the total sum of Three Million Seven Hundred Thirteen Dollars and Zero Cents (\$3,713,000.00), which will cover settlement payments to Class Representatives and Class Members, Court-approved service payments to the Class Representatives in recognition of their services to the Class Members, Court-approved payment of Class Counsel’s attorneys’ fees and costs, and payment of the costs of administering the settlement.

6. HOW WILL MY SHARE OF THE SETTLEMENT FUND BE CALCULATED?

Based on the formula that has been preliminarily approved by the Court, **you will be entitled to receive approximately \$<<ESA>>**, half of which is subject to applicable employment taxes and withholdings.

Your payment is based on an allocation from the settlement fund. Defendant will pay \$3,713,000.00 to settle the Lawsuit (“Global Settlement Fund”). The Parties agreed to gross settlement amounts as follows for Class Members: (i) \$340,000.00 for female full-time tenured or tenure-track Assistant Professors; (ii) \$73,000.00 for female full-time non-tenure track Assistant Professors; (iii) \$3,000,000.00 for female full-time tenured or tenure-track Associate and full Professors; and (iv) \$300,000.00 for female full-time non-tenure track Associate and full Professors. This allocation reflects Plaintiffs’ expert economic analysis finding that gender pay inequity was experienced most acutely by certain tenured Associate and full Professors on Syracuse’s faculty.

Based on the allocation formula in the Settlement Agreement that has been preliminarily approved by the Court, the Settlement Administrator will allocate the remaining settlement funds, after deductions for Court-approved service payments, attorneys’ fees and costs, and administrator costs (the “Net Settlement Fund”) to you and the rest of the Class as follows:

(1) Female full-time tenured or tenure-track Assistant Professors will receive an equal allocation of the portion of the Global Settlement Fund set aside for full-time tenured or tenure-track Assistant Professors based on the number of years in the Settlement Class Period.

(2) Female full-time non-tenure track Assistant Professors will receive an equal allocation of the portion of the Global Settlement Fund set aside for full-time non-tenure track Assistant Professors based on the number of years in the Settlement Class Period.

(3) Female full-time tenured or tenure-track Associate and full Professors will receive an individual settlement payment based on job code description, rank (Associate or full Professor), school or college, and time in rank, using a regression pay equity analysis. The pay equity analysis regressed salary on indicators for rank, year, contract length, length of service, and school.

(4) Female full-time non-tenure track Associate and full Professors will receive an individual settlement payment based on job code description, rank (Associate or full Professor), school or college, and time in rank, using a regression pay equity analysis. The pay equity analysis regressed salary on indicators for rank, year, contract length, and school.

7. TAX TREATMENT

For tax purposes, 50% of each Participating Class Member’s individual settlement payment will be considered back wages subject to lawful deductions and W-2 reporting. For this amount, normal payroll taxes and withholdings will be deducted from your settlement check pursuant to city, state and federal law.

The remaining 50% of each Participating Class Member's individual settlement payment will be considered liquidated damages and interest subject to 1099 reporting as non-wage income. At the end of the calendar year, the Settlement Claims Administrator will issue each Participating Class Member who has cashed a check an IRS Form W-2 for that portion of the Participating Class Member's settlement payment which is being treated as wages, and an IRS Form 1099 for the portion of the Participating Class Member's settlement payment which is being treated as liquidated damages and interest.

Plaintiffs' Counsel and Defendant's Counsel do not intend this Notice to constitute tax advice, and to the extent that this Notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

If you are presently a party to an individual bankruptcy proceeding, it may be necessary for you to advise the trustee of this Settlement. You should check with your bankruptcy counsel regarding this.

HOW YOU GET A PAYMENT

8. HOW CAN I GET MY PAYMENT?

You do not need to do anything to receive the payment identified in Section 6. If you choose to exclude yourself (as explained in Section 11 below), then you will not receive a payment.

9. WHEN WILL I GET MY PAYMENT?

The date you receive your settlement check will depend on the date that the Court approves the settlement. We estimate that payments will be made within 50 days after the Court approves the settlement.

You must deposit or cash your settlement check within 90 days after it is mailed to you. Any uncashed amounts after that date will be redistributed to Class Members who cashed their checks or, if a redistribution is not economically feasible, the amount will be donated to a non-profit organization under the *cy pres* doctrine.

10. WHAT AM I GIVING UP BY STAYING IN THE CLASS?

Unless you exclude yourself (as explained in Section 11 below), you will remain in the Class, which means that you will release Syracuse and the Released Parties (as defined in Section 1.21 of the Settlement Agreement) from claims arising from or related to the facts alleged in the Class Complaint (including any amended Complaints filed with the Court), specified in the Settlement Term Sheet, Demand Letter and/or Mediation Statement, which include any and all Gender Pay Equity Claims (as defined in Section 1.10) during the Class Period relating to your employment with Syracuse University, except that if you do not cash your settlement check you will not release claims under the federal EPA, 29 U.S.C. §206(d). As a result, if you remain in the Class: (1) you cannot sue, continue to sue, or be party to any other lawsuit against Syracuse or the Released Parties about the legal issues in this case, and (2) all of the Court's orders will apply to you and legally bind you. Section 13(a) of the Settlement Agreement describes exactly the legal claims that you give up if you remain in the Class and/or cash your settlement check.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. HOW DO I OPT OUT OF THE SETTLEMENT?

To exclude yourself from the settlement, you must send a letter by First Class U.S. mail or email, stating the following: "I opt out of the Syracuse gender pay equity class settlement" or similar words to that effect. Be sure to include your name, address, telephone number, and your signature.

Your exclusion request must be postmarked no later than **May 31, 2022**, and must be mailed or emailed to:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Toll Free #: (888) 250-6810
Email: claims@ilymgroupclassaction.com

If you ask to be excluded, you will not receive a settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may also be able to sue (or continue to sue) Defendant in the future regarding the same claims. If you wish to exclude yourself in order to file an individual lawsuit against Defendant, you should speak to a lawyer as soon as possible because your claims are subject to a statute of limitations.

12. IF I DON'T EXCLUDE MYSELF AND IF I CASH MY SETTLEMENT CHECK, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you will give up any rights to sue Defendant for the Gender Pay Equity Claims covered by this case. If you endorse, deposit, or cash your settlement check, you give up any rights to sue Defendant under any federal, state or local pay equity law, as discussed in Section 10 above and detailed in Section 13(a) of the Settlement Agreement.

13. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this settlement.

THE LAWYERS REPRESENTING YOU

14. DO I HAVE A LAWYER IN THIS CASE?

The Court decided that the lawyers at the law firm of Outten & Golden LLP are qualified to represent you and all Class Members. These lawyers have been designated as "Class Counsel" in this lawsuit. More information about Outten & Golden LLP, their practice, and their lawyers' experience is available at www.outtengolden.com.

15. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve payment of one-third of the settlement fund to them for their attorneys' fees. The fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for out-of-pocket costs and service payments totaling no more than \$55,000 to the Class Representatives for the risks they took and their service to Class Members. The Court will ultimately decide the amount that will be paid to Class Members and Class Counsel for their services.

OBJECTING TO THE SETTLEMENT

16. CAN I TELL THE COURT THAT I DON'T AGREE WITH THE SETTLEMENT OR SOME PART OF IT?

You can object to the settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter via U.S. Mail or email stating "I object to the Syracuse gender pay equity class settlement," as well as all reasons for the objection. Any reasons you do not include in the statement will not be considered. Be sure to include your name, address, telephone number, and signature. Mail or email the objection to:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Toll Free #: (888) 250-6810
Email: claims@ilymgroupclassaction.com

Your letter must be postmarked no later than **May 31, 2022**.

17. WHAT'S THE DIFFERENCE BETWEEN OBJECTING TO THE SETTLEMENT AND EXCLUDING MYSELF?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you remain in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

18. WILL THERE BE A COURT HEARING?

The Court will hold a Fairness Hearing to decide whether to approve the settlement on August 10, 2022, at 11:00 a.m. The Fairness Hearing will either be held virtually or, if in person, at the Supreme Court of the State of New York, County of Kings, Brooklyn, New York, 11201 in Courtroom 363. Information about how to attend the hearing can be found on the Court's website or by contacting the administrator.

At the hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. If you wish to bring anything to the Court's attention about the settlement, you should provide it in writing to the Settlement Administrator according to Section 16 above. The Settlement Administrator will provide your letter to the Court before the fairness hearing. You may also attend the hearing and ask to speak at the hearing, but you don't have to. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

19. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will represent you at the hearing. You are welcome to come at your own expense. If you send an objection, you do not have to come to Court. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. MAY I SPEAK AT THE HEARING?

If you file a timely objection to the settlement, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include the words "I intend to appear at the Fairness Hearing" or words to that effect in your written objection, which must be filed according to the procedure described in Section 16, above. Your testimony at the Fairness Hearing will be limited to those reasons that are included in your written objection. You cannot speak at the hearing if you exclude yourself from the settlement.

GETTING MORE INFORMATION

21. HOW CAN I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This Notice summarizes the settlement. More details are in the Settlement Agreement. You are encouraged to read it. To the extent there is any inconsistency between this Notice and the Settlement Agreement, the provisions of the Settlement Agreement control. You can obtain more information about the settlement or obtain a copy of the Settlement Agreement by contacting the Settlement Claims Administrator at the contact information listed at Section 16 or Class Counsel:

Nantiya Ruan
Outten & Golden LLP
685 Third Avenue, 25th Floor
New York, New York 10017

Pooja Shethji
Outten & Golden LLP
601 Massachusetts Avenue NW
Suite 200W
Washington, DC 20001

Telephone: 1-877-468-8836
Email: SyracuseCase@outtengolden.com

By Order of the Court
Dated: **April 14, 2022.**