

**If you received notice from Syracuse University of the September 2020 Data Incident, you may be eligible for a payment from a class action settlement.**

*A federal court has authorized this notice. This is not a solicitation from a lawyer. Please read this notice carefully and completely.*

**THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

*Para una notificación en Español, visitar [www.SyrNYdataincident.com](http://www.SyrNYdataincident.com).*

- A settlement has been reached in a class action lawsuit against Syracuse University (“Defendant” or “Syracuse”) relating to a data security event as alleged in the Complaint, whereby unauthorized user(s) gained access to a Syracuse employee’s e-mail account that contained certain data, including Social Security numbers, driver’s license numbers, financial account numbers, and/or health care information of approximately 9,865 individuals (the “Data Incident”). While Syracuse found no evidence which confirms that any of the information was viewed or misused, Syracuse provided notification of the Data Incident to all potentially impacted individuals.
- If you received a notification from Syracuse of the Data Incident, you are included in this settlement as a “Settlement Class Member.”
- The settlement provides payments to people who submit Valid Claims for documented Ordinary Losses, *i.e.*, documented out-of-pocket expenses and attested lost time relating to the Data Incident, and documented Extraordinary Losses.
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b> DEADLINE: MAY 6, 2024	Submitting a Claim Form is the only way that you can receive any of the settlement benefits provided by this settlement, including, reimbursement for attested lost time, payment for documented Ordinary Losses, or payment for documented Extraordinary Losses.  If you submit a Claim Form, you will give up the right to sue Syracuse in a separate lawsuit about the legal claims this settlement resolves.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b> DEADLINE: APRIL 4, 2024	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Syracuse for the claims this settlement resolves.  If you exclude yourself, you will give up the right to receive any settlement benefits from this settlement.
<b>OBJECT TO THE SETTLEMENT</b> DEADLINE: APRIL 4, 2024	You may object to the settlement by writing to the Court and informing it why you do not think the settlement should be approved.  If you object, you may also file a Claim Form to receive settlement benefits, but you will give up the right to sue Syracuse in a separate lawsuit about the legal claims this settlement resolves.
<b>GO TO THE FINAL FAIRNESS HEARING</b> DATE: APRIL 24, 2024	You may attend the Final Fairness Hearing where the Court may hear arguments concerning approval of the settlement. If you wish to speak at the Final Fairness Hearing, you must make a request to do so in your written objection or comment. You are not required to attend the Final Fairness Hearing.
<b>DO NOTHING</b>	If you do nothing, you will not receive any of the monetary settlement benefits and you will give up your rights to sue Syracuse and certain Released Persons for the claims this settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this notice. For complete details, view the Settlement Agreement, available at [www.SyrNYdataincident.com](http://www.SyrNYdataincident.com), or call 1-877-716-6889.
- The Court in charge of this case still has to decide whether to grant final approval of the settlement. Payments will only be made after the Court grants final approval of the settlement and after any appeals are resolved.

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## BASIC INFORMATION

### **1. Why is this notice being provided?**

A federal court authorized this notice because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant Final approval of the settlement. If the Court approves the settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the payments that the settlement allows. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the Northern District of New York. The case is known as *Trevor Miller, individually and on behalf of all others similarly situated v. Syracuse University*, Case No. 5:21-CV-01073-LEK-TWD (the “Miller Action”). The person who filed the lawsuit is called the Plaintiff and the entity he sued is called the Defendant. Plaintiff and Defendant agreed to this settlement.

### **2. What is this lawsuit about?**

The lawsuit claims that the Defendant was responsible for the Data Incident. Plaintiff, a former student at Syracuse, alleges that between September 24 and September 28, 2020, Syracuse experienced a “phishing” attempt whereby unauthorized user(s) were able to gain access to a Syracuse employee’s e-mail account, and that e-mail account contained personal information of certain individuals. Plaintiff further alleges that the personal information impacted in the Data Incident included Social Security numbers and other sensitive, personal information. Plaintiff further alleges that he received notice of the Data Incident from Syracuse on or about February 4, 2021. Following this notification, and after Plaintiff claims he learned of an unauthorized charge on his bank checking account, Plaintiff filed this lawsuit asserting various claims against Syracuse relating to the Data Incident as defined below (the “Litigation”).

Syracuse denies each and all of the claims and contentions alleged against it in the Litigation. Syracuse denies all allegations of wrongdoing or liability that are alleged, or which could be alleged, in the Litigation.

### **3. What is a class action?**

In a class action, one or more people called Class Representatives (in this case, Trevor Miller) sue on behalf of people who have similar claims. Together, all these people are called Settlement Class Members or Members. One court and one judge resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

### **4. Why is there a settlement?**

The Court did not decide in favor of Plaintiff or Defendant. Instead, Plaintiff negotiated a settlement with Defendant that allows both Plaintiff and Defendant to avoid the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. It also allows Settlement Class Members to obtain settlement benefits without further delay. The Class Representative and his attorneys think the settlement is best for all Settlement Class Members. This settlement does not mean that Defendant did anything wrong.

## WHO IS INCLUDED IN THE SETTLEMENT?

### **5. How do I know if I am part of the settlement?**

You are part of this settlement as a Settlement Class Member if you previously received a written notification from Syracuse that your personal information was potentially compromised as a result of the Data Incident discovered by Syracuse in September 2020.

If you received notice of this settlement by mail or e-mail, you are a Settlement Class Member, and your legal rights are affected by this settlement. If you did not receive notice by mail or e-mail, or if you have any questions as to whether you are a Settlement Class Member, you may contact the Claims Administrator.

### **6. Are there exceptions to being included in the settlement?**

Yes. Specifically excluded from the Settlement Class are: (i) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (ii) the judge assigned to evaluate the fairness of this settlement; and (iii) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### **7. What does the settlement provide?**

The settlement will provide payments to people who submit Valid Claims.

Settlement Class Members can claim up to \$1,000 (in total) for documented Ordinary Losses (Question 8, below): (1) documented out-of-pocket expenses; and/or (2) attested lost time. You may submit a claim for either or both types of payments. In order to claim reimbursement for documented out-of-pocket expenses, you must provide related documentation with the Claim Form.

Settlement Class Members can also claim up to \$10,000 for documented Extraordinary Losses (Question 9, below). In order to claim this payment, you must provide related documentation with the Claim Form.

The settlement also provides that Defendant has agreed to provide sufficient documentation to demonstrate that it either has implemented or will implement various security-related measures.

### **8. What payments are available for documented Ordinary Losses?**

Settlement Class Members are eligible to receive reimbursement of up to \$1,000 (in total) for the following categories of documented out-of-pocket expenses resulting from the Data Incident, including, but not limited to: (i) unreimbursed bank or credit card fees; (ii) long distance phone charges (only if charged by the minute); (iii) long distance or cell phone charges (only if charged by the minute); (iv) data charges (only if charged based on the amount of data used); (v) postage; and/or (vi) gasoline for local travel purchased by Settlement Class Members between September 20, 2020 and the Claims Deadline.

Included within the \$1,000 cap, Settlement Class Members are also eligible to receive reimbursement for up to five (5) hours of lost time spent dealing with the Data Incident (calculated at the rate of \$20 per hour), but only if at least one (1) full hour was spent dealing with the Data Incident. Settlement Class Members may receive up to five (5) hours of lost time if the Settlement Class Member: (i) attests that any claimed lost time was spent responding to issues raised by the Data Incident; and (ii) provides a checkbox style description, or written description if no checkbox is applicable, of how the claimed lost time was spent related to the Data Incident.

Questions? Go to [www.SyrNYdataincident.com](http://www.SyrNYdataincident.com) or call 1-877-716-6889

## 9. What payments are available for documented Extraordinary Losses?

Settlement Class Members may make a claim for reimbursement of up to \$10,000 for documented Extraordinary Losses resulting from the Data Incident. Settlement Class Members are eligible for reimbursement under this category if the loss: (i) is actual, documented, and unreimbursed; (ii) is more likely than not caused by the Data Incident; (iii) occurred between September 20, 2020 and the Claims Deadline; and (iv) is not already covered by one or more of the above-referenced reimbursable expense categories under documented Ordinary Losses.

Settlement Class Members must also have made reasonable efforts to avoid, or seek reimbursement for, such documented Extraordinary Losses, including, but not limited to, exhaustion of all available credit monitoring insurance and identity theft insurance.

### HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

## 10. How do I get benefits from the settlement?

To ask for a payment, you must complete and submit a Claim Form. Claim Forms are available at [www.SyrNYdataincident.com](http://www.SyrNYdataincident.com), or you may request one by mail by calling 1-877-716-6889. Read the instructions carefully, fill out the Claim Form, and mail it **postmarked no later than May 6, 2024** to:

Syracuse Data Incident Claims Administrator  
P.O. Box 3137  
Baton Rouge, LA 70821

## 11. How will claims be decided?

The Claims Administrator will initially decide whether the information provided on a Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the required information is not timely provided, the claim will be considered invalid and will not be paid.

If the claim is complete and the Claims Administrator denies the claim entirely or partially, the claimant will be provided an opportunity to have their claim reviewed by an impartial claims referee. Additional information regarding the claims process can be found in Sections IV.2 and IV.8 of the Settlement Agreement, available at [www.SyrNYdataincident.com](http://www.SyrNYdataincident.com).

## 12. When will I get my payment?

The Court will hold a Final Fairness Hearing at **11:30 a.m. on April 24, 2024** to decide whether to approve the settlement. If the Court approves the settlement, there may be appeals. It is always uncertain whether any appeals can be resolved favorably, and resolving them can take time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient.

### REMAINING IN THE SETTLEMENT

## 13. Do I need to do anything to remain in the settlement?

You do not have to do anything to remain in the settlement, but if you want a payment, you must submit a Claim Form postmarked by **May 6, 2024**.

#### 14. What am I giving up as part of the settlement?

If the settlement becomes final, you will give up your right to sue Syracuse for the claims being resolved by this settlement. The specific claims you are giving up against Syracuse are defined in Section 1.22 of the Settlement Agreement. You will be “releasing” Syracuse and all related people or entities (collectively, “Released Persons”) as described in Section 6 of the Settlement Agreement. The Settlement Agreement is available at [www.SyrNYdataincident.com](http://www.SyrNYdataincident.com).

The Settlement Agreement describes the Released Claims with specificity, so read it carefully. If you have any questions about what this means you can talk to the law firms listed in Question 18 for free or you can, of course, talk to your own lawyer at your own expense.

#### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this settlement, but you want to keep the right to sue Syracuse about issues in the Litigation, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

#### 15. If I exclude myself, can I still get payment from the settlement?

No. If you exclude yourself from the settlement, you will not be entitled to any benefits of the settlement, but you will not be bound by any Judgment in this case.

#### 16. If I do not exclude myself, can I sue Syracuse for the same thing later?

No. Unless you exclude yourself from the settlement, you give up any right to sue Syracuse for the claims that this settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form to ask for a payment.

#### 17. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail stating that you want to be excluded from the settlement in the *Miller* Action. Your letter must include your name, address, telephone number and signature. Your letter must state the words “*Request for Exclusion*” at the top of the document and contain a declaration stating “I request that I be excluded from the Settlement Class in *Miller v. Syracuse University*, and do not wish to participate in the settlement. I understand that by requesting to be excluded from the Settlement Class, I will not receive any benefits under the settlement.” You must mail your exclusion request postmarked no later than **April 4, 2024** to:

Syracuse Data Incident Exclusions  
P.O. Box 3137  
Baton Rouge, LA 70821

#### **THE LAWYERS REPRESENTING YOU**

#### 18. Do I have a lawyer in this case?

Yes. The Court appointed Todd S. Garber and Andrew C. White of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP, One North Broadway, Suite 900, White Plains, NY 10111, to represent you and other Settlement

Class Members. These lawyers 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.

**19. How will Class Counsel be paid?**

Subject to Court approval, Syracuse has agreed not to object to a request by Class Counsel for attorneys’ fees, inclusive of any costs and expenses of the Litigation, in an amount not to exceed \$295,000, to Plaintiff’s Counsel for reimbursement of costs incurred. Subject to Court approval, Syracuse has agreed not to object to a request for a service award in the amount of \$5,000 to the named Plaintiff (for a total payment of \$5,000). These payments will not in any way reduce the consideration being made available to the Settlement Class as described herein.

Class Counsel’s application for attorneys’ fees and expenses, and Plaintiff’s service award, will be made available on the Settlement Website at [www.SyrNYdataincident.com](http://www.SyrNYdataincident.com) before the deadline for you to object to the settlement.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the settlement or some part of it.

**20. How do I tell the Court that I do not like the settlement?**

If you are a Settlement Class Member, you can object to the settlement if you do not like it or a portion of it. You can give reasons why you think the Court should not approve the settlement. The Court will consider your views before making a decision. To object, you must file with the Court and mail copies to Class Counsel and Defendant’s Counsel a written notice stating that you object to the settlement in *Miller v. Syracuse University*.

Your objection must include:

- (a) the name of the proceedings (“*Miller v. Syracuse University*”);
- (b) your full name, current mailing address, and telephone number;
- (c) a statement of the specific grounds for the objection, as well as any documents supporting the objection;
- (d) the identity of any attorneys representing you; and
- (e) your signature or your attorney’s signature.

You must mail your objection postmarked no later than **April 4, 2024** to:

Syracuse Data Incident Objections  
P.O. Box 3137  
Baton Rouge, LA 70821

You must also mail copies of your objection to Class Counsel and Defendant’s Counsel postmarked no later than **April 4, 2024**, at all of the addresses below.

<b>CLASS COUNSEL</b>	<b>SYRACUSE’S COUNSEL</b>
Todd S. Garber Andrew C. White <b>Finkelstein, Blankinship, Frei-Pearson &amp; Garber, LLP</b> One North Broadway Suite 900, White Plains, NY 10111	Eric R. Fish <b>Baker &amp; Hostetler, LLP</b> 45 Rockefeller Plaza New York, NY 10111



**21. What is the difference between objecting to and excluding myself from the settlement?**

Objecting is telling the Court that you do not like something about the settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class in this settlement. If you exclude yourself from the settlement, you have no basis to object or submit a Claim Form because the settlement no longer affects you.

**THE COURT’S FINAL FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the settlement.

**22. When and where will the Court decide whether to approve the settlement?**

The Court will hold a Final Fairness Hearing at 11:30 a.m. on April 24, 2024, in the United States District Court, Northern District of New York, 445 Broadway, Albany, New York 12207. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. The Court will take into consideration any properly-filed written objections and may also listen to people who have asked to speak at the hearing (*see* Question 20). The Court will also decide whether to approve fees and costs to Class Counsel, and the service award to the Class Representative.

**23. Do I have to come to the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

**24. May I speak at the Final Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 20 above. You cannot speak at the hearing if you exclude yourself from the settlement.

**IF YOU DO NOTHING**

**25. What happens if I do nothing?**

If you do nothing, you will not receive any benefit from this settlement. If the Court approves the settlement, you will be bound by the Settlement Agreement and the release. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Related Parties about the issues involved in the Litigation, resolved by this settlement, and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**26. Are more details about the settlement available?**

Yes. This notice summarizes the proposed settlement. More details are in the Settlement Agreement, which is available at [www.SyrNYdataincident.com](http://www.SyrNYdataincident.com), or by writing to the Syracuse Data Incident Claims Administrator, P.O. Box 3137, Baton Rouge, LA 70821.

**27. How do I get more information?**

Go to [www.SyrNYdataincident.com](http://www.SyrNYdataincident.com), call 1-877-716-6889, or write to Syracuse Data Incident Claims Administrator, PO Box 3137, Baton Rouge, LA 70821.

*Please do not call the Court or the Clerk of the Court for additional information.  
They cannot answer any questions regarding the settlement or the Litigation.*