

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

DANIEL CARSTAIRS, *on behalf of himself
and all others similarly situated,*

Plaintiff,

v.

Case No. 6:20-cv-06690-CJS

UNIVERSITY OF ROCHESTER,

Defendant.

CORRECTED FINAL APPROVAL ORDER

This matter, having come before the Court on Plaintiff's Motion for Final Approval of Class Action Settlement with Defendant University of Rochester (hereafter "Defendant"), and the Court, having considered all papers filed and arguments made with respect to the settlement, having granted preliminary approval to the settlement by Order of June 24, 2025, ECF 87, and being fully advised finds that:

1. On November 13, 2025, the Court held a final approval hearing, at which time the parties were afforded the opportunity to be heard in support of or in opposition to the settlement. The Court received no objections to the settlement.

2. Notice to the Settlement Class¹ required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Order Preliminarily Approving Class Settlement and Directing Notice to Settlement Class Members, ECF 87. Such notice was given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances, including the dissemination of individual notice to all members who can be identified through reasonable effort; and satisfies Rule 23(e) and due process.

¹ Capitalized terms are defined in Section II of the parties' Class Settlement Agreement and Release ("Agreement"). ECF 86-1.

3. Defendant has timely filed notification of this settlement with the appropriate officials pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715.

4. The terms of the parties’ Agreement, ECF 86-1, are incorporated fully into this Order by reference. The Court finds that the terms of the settlement are fair, reasonable, and adequate in light of the complexity, expense and duration of litigation and the risks involved in establishing liability, damages, and in maintaining the class action through trial and appeal.

5. The Court has considered the factors enumerated in Rule 23(e)(2) and finds they counsel in favor of final approval.

6. The Court finds that the relief provided under the settlement constitutes fair value given in exchange for the release of claims.

7. The parties and each class member have irrevocably submitted to the jurisdiction of this Court for any suit, action, proceeding, or dispute arising out of the settlement agreement.

8. The Court finds that it is in the best interests of the parties and the Settlement Class and consistent with principles of judicial economy that any dispute between any class member (including any dispute as to whether any person is a class member) and any released party which, in any way, relates to the applicability or scope of the settlement agreement or this Order should be presented exclusively to this Court for resolution by this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

9. This action is a class action against Defendant on behalf of the following Class as defined in section 2.3 of the Settlement Agreement, namely:

Any student or learner who paid or caused to be paid tuition and/or Academic Service Fees, Activity Fees, Campus Health Fees, and/or course fees (“Mandatory Fees”) to Defendant 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.

Pursuant to section 4.2.1 of the Settlement Agreement, excluded from the 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 scholarship 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.

10. The Agreement submitted by the parties for the Class is finally approved pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, reasonable, and adequate and in the best interests of the class. The Agreement, including the monetary relief set forth therein, shall be deemed incorporated herein and shall be consummated in accordance with the terms and provisions thereof, except as amended or clarified by any subsequent order issued by this Court.

11. As agreed by the parties in the Settlement Agreement, upon the Effective Date, the Released Parties shall be released and discharged in accordance with the Settlement Agreement.

12. As agreed by the parties in the Settlement Agreement, upon the Effective Date, each Settlement Class Member who has not opted out of the settlement is enjoined and permanently barred from instituting, maintaining, or prosecuting, either directly or indirectly, any lawsuit that asserts Class Released Claims.

13. Upon consideration of Class Counsel's application for fees and costs and other expenses, the Court awards \$1,166,666.67 as reasonable attorneys' fees and reimbursement for reasonable out-of-pocket expenses, which shall be paid from the Settlement Fund.

14. Upon consideration of the application for an individual settlement and service award, the Named Plaintiff Daniel Carstairs is awarded the sum of five thousand dollars (\$5,000), to be paid from the Settlement Fund, for his services for and on behalf of the Class.

15. Neither this Order nor the Agreement shall be construed or used as an admission or concession by or against the Defendant or any of the Released Parties of any fault, omission, liability, or wrongdoing, or the validity of any of the Released Claims. This Order is not a finding of the validity or invalidity of any claims in this lawsuit or a determination of any wrongdoing by the Defendant or any of the Released Parties. The final approval of the Settlement Agreement does not constitute any opinion, position, or determination of this Court, one way or the other, as to the merits of the claims and defenses of Plaintiff, the Settlement Class Members, or the Defendant.

16. Without affecting the finality of this judgment, the Court hereby reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement. In addition, without affecting the finality of this judgment, the Court retains exclusive jurisdiction over Defendant and each member of the Class for any suit, action, proceeding or dispute arising out of or relating to this Order, the Settlement Agreement or the applicability of the Agreement. Without limiting the generality of the foregoing, any dispute concerning the Agreement, including, but not limited to, any suit, action, arbitration or other proceeding by a Participating Settlement Class Member in which the provisions of the Settlement Agreement are asserted as a defense in whole or in part to any claim or cause of action or otherwise raised as an objection, shall constitute a suit, action or proceeding arising out of or relating to this Order. Solely for purposes of such suit, action or proceeding, to the fullest extent possible under applicable law,

the parties hereto and all Participating Settlement Class Members are hereby deemed to have irrevocably waived and agreed not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of this Court, or that this Court is, in any way, an improper venue or an inconvenient forum.

17. This action is hereby dismissed on the merits, in its entirety, with prejudice and without costs.

18. The Court finds, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, that there is no just reason for delay, and directs the Clerk to enter final judgment.

19. There having been no requests for exclusion from the Settlement Class, the Court finds that no Settlement Class Member is excluded from the terms of this Order.

Dated: Nov. 24, 2025

Charles J. Siragusa
Hon. Charles J. Siragusa
United States District Judge