

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Rocchio, et al. v. Rutgers, The State University of New Jersey*, Dkt. No. MID-L-3039-20  
(Superior Court of New Jersey, Middlesex County)

*For more information, visit [www.RutgersStudentFeeSettlement.com](http://www.RutgersStudentFeeSettlement.com).  
Para informacion en Espanol, visitar [www.RutgersStudentFeeSettlement.com](http://www.RutgersStudentFeeSettlement.com).*

**PLEASE READ THIS NOTICE CAREFULLY. IF YOU PAID RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY FEES FOR THE SPRING 2020 SEMESTER AND DID NOT RECEIVE A REFUND, YOU MAY BE ELIGIBLE TO RECEIVE AN AUTOMATIC CREDIT TOWARDS YOUR NEXT TUITION/FEE BILL (FOR ACTIVE STUDENTS) OR CASH COMPENSATION (FOR INACTIVE STUDENTS) FROM A CLASS ACTION SETTLEMENT. THIS NOTICE EXPLAINS YOUR RIGHTS AND OPTIONS AND THE DEADLINES TO EXERCISE THEM.**

*The Superior Court of New Jersey, Middlesex County authorized this Notice.  
You are not being sued. This is not a solicitation from a lawyer.*

### **WHY DID I GET THIS NOTICE?**

- A Settlement has been reached in a class action lawsuit between Defendant Rutgers, The State University of New Jersey (“Defendant” or “Rutgers”) and certain individuals who have alleged that they, and the Settlement Class Members,<sup>1</sup> are entitled to pro rata refunds of on-campus tuition, fees, and other charges for the Spring 2020 Semester because Rutgers transitioned to remote learning in March 2020 amid the COVID-19 pandemic in accordance with New Jersey State mandates. The case is *Rocchio, et al. v. Rutgers, The State University of New Jersey*, Dkt. No. MID-L-003039-20, in the Superior Court of New Jersey, Middlesex County (the “Action”). The proposed Settlement is not an admission of wrongdoing by Rutgers, and Rutgers denies that it violated the law. The Court dismissed all of the plaintiffs’ claims in the Action and the parties reached this settlement to resolve the plaintiffs’ appeal from that dismissal. The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only.
- You are a member of the Settlement Class if you paid Defendant Spring 2020 Semester fees of any type or amount. But, you are not a Settlement Class Member if you already received refunds for your Spring 2020 fees or if you opt out of the Settlement.
- After the Effective Date of the Settlement Agreement, Rutgers will pay a total of \$5 million. Some of that will go to Plaintiffs’ counsel for attorneys’ fees and will pay for the costs of administering the settlement. What remains of the \$5 million will be divided equally among the roughly 59,500 Settlement Class Members. Settlement Class Members will not need take any action to receive their shares of the payment. Active Students will automatically receive their shares as a credit to the next tuition/fee bill issued after the settlement becomes final. Inactive Students will automatically receive their shares by check mailed to the Settlement Class Member’s last known mailing address (or, if they prefer to receive their share by Venmo or PayPal, they may visit the settlement website to provide their Venmo or Paypal information). Settlement Class Members also may opt to donate their share of the settlement to the Rutgers COVID-19 Dean of Students Emergency Fund and may make that choice on the settlement website.

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<sup>1</sup> Definitions for terms used herein can be found in the Settlement Agreement available at [www.RutgersStudentFeeSettlement.com](http://www.RutgersStudentFeeSettlement.com).

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<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	<p>Active students who do nothing will automatically receive a credit to the next tuition/fee bill issued to them after the Effective Date of the Settlement Agreement.</p> <p>Inactive Students who do nothing automatically receive a cash payment by check to the student’s last known mailing address after the Effective Date of the Settlement Agreement.</p>
<b>CHANGE YOUR PAYMENT OPTIONS</b>	<p>Active Students may visit <a href="http://www.RutgersStudentFeeSettlement.com">www.RutgersStudentFeeSettlement.com</a> to elect to forego their Settlement Benefit and have it deposited instead into the Rutgers COVID-19 Dean of Students Emergency Fund.</p> <p>Inactive Students may visit <a href="http://www.RutgersStudentFeeSettlement.com">www.RutgersStudentFeeSettlement.com</a> to (a) provide an updated address for sending a check; (b) elect to receive the Settlement Benefit by Venmo or PayPal instead of a paper check; or (c) elect to forego their Settlement Benefit and have it deposited instead into the Rutgers COVID-19 Dean of Students Emergency Fund.</p>
<b>EXCLUDE YOURSELF</b>	You will not receive your Settlement Benefit, but you will retain any rights you have to sue Rutgers about the issues in this case.
<b>OBJECT</b>	Write to the Court explaining why you don’t like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

*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 Settlement Benefit made available by this Settlement will be provided only after any issues with the Settlement are resolved. Please be patient.

#### **WHAT IS THIS LAWSUIT ABOUT?**

The lawsuit alleges that persons who paid Rutgers for on-campus tuition/fees for the Spring 2020 semester are entitled to pro rata refunds of those tuition, fees, and other charges because Rutgers transitioned to remote learning in March 2020 amid the COVID-19 pandemic in accordance with New Jersey State mandates. Rutgers denies each and every allegation of wrongdoing, liability, and damages asserted, and Rutgers denies that the claims in the Action would be appropriate for class treatment if the litigation proceeded through trial. The Court dismissed all of Plaintiffs’ claims, holding that Rutgers has statutory immunity from them. Plaintiffs appealed from that dismissal and Rutgers and the Plaintiffs settled to resolve the Plaintiffs’ appeal.

The Plaintiffs’ Complaint, the Settlement Agreement, and other case-related documents are available on the Settlement Website, accessible at [www.RutgersStudentFeeSettlement.com](http://www.RutgersStudentFeeSettlement.com).

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## 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 “Settlement Class Members.” The Settlement, if finally approved by the Court, resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

## WHY IS THERE A SETTLEMENT?

The Plaintiffs and Rutgers 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 Rutgers and its affiliated entities. The Settlement is not an admission of wrongdoing by Rutgers and does not imply that there has been, or would be, any finding that Rutgers violated any law if the case were to move forward. Rutgers denies each and every allegation of wrongdoing and liability in the Action.

The Court has preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the court overseeing these lawsuits must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that Settlement Class Members receive this notice and have the opportunity to exclude themselves from the 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 lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

## WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if you paid to Defendant Spring 2020 Semester fees of any type or amount, unless you already received refunds for your Spring 2020 fees or if you opt out of the Settlement.

## WHAT ARE MY OPTIONS?

### **(1) Receive Payment or Elect to Have Your Payment Deposited Into the Rutgers COVID-19 Dean of Students Emergency Fund.**

The \$5 million settlement fund, minus any attorneys’ fee for Plaintiffs’ counsel (addressed below), incentive awards for the two named plaintiffs of up to \$2,500 each, and the costs of administering the settlement, will be divided equally among all Settlement Class Members. The parties expect the payment to be in the range of \$50-\$70 per recipient. You will not need to take any action to receive your share of the settlement. Active Students will automatically receive their shares as a credit to the next tuition/fee bill issued after the settlement becomes final. Inactive Students will automatically receive their shares by check mailed to the Settlement Class Member’s last known mailing address (or, if they prefer to receive their share by Venmo or PayPal, they may visit the settlement website to provide their Venmo or Paypal information). Settlement Class Members also may opt to donate their share of the settlement to the Rutgers COVID-19 Dean of Students Emergency Fund and may make that choice on the settlement website. If any Settlement Class Members fail to cash their benefit checks, those monies will be deposited in the Rutgers COVID-19 Dean of Students Emergency 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 share of the settlement fund. You will not release any claims you may have against Rutgers and the Released Parties (as that term is defined in the Settlement Agreement, available for review at [www.RutgersStudentFeeSettlement.com](http://www.RutgersStudentFeeSettlement.com), and you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must mail a timely letter to the Settlement Administrator at Rutgers Student Fee Settlement, c/o JND Legal Administration, PO Box 91345, Seattle, WA 98111, postmarked by **January 7, 2022**. Your request to be excluded from the Settlement must be personally signed by you and contain a statement that indicates your desire to be excluded from the Settlement Class in *Rocchio et al. v. Rutgers*. The request should also include your full name, address, telephone number(s), and identify the case name *Rocchio et al. v. Rutgers*, Superior Court of New Jersey, Law Division, Middlesex County, Docket No. MID-L-3039-20.

You cannot ask to be excluded by phone or on the Settlement Website. You may opt out of the Settlement Class only for yourself; one may not purport to opt others out of the Settlement Class on a class or representative basis. Rutgers has the right to audit the exclusion process for evidence of fraud or error; provided, however, that the Claims Administrator is the final arbiter of an exclusion’s validity.

## **(3) Object to the Settlement.**

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must submit a timely letter that includes the following: (1) your full name and current address, (2) all arguments, citations, and evidence supporting the objection (including copies of any documents relied on), (3) a statement that you are a Settlement Class Member, and (4) a statement whether you intend to appear at the Final Approval Hearing, with or without counsel, accompanied by the signature of the objecting Settlement Class Member.

**IF YOU DO NOT TIMELY AND VALIDLY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL 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 **January 7, 2022**, and also mail a copy of your objection to the attorneys representing the Plaintiffs and the Settlement Class (James E. Cecchi, James A. O’Brien, and Caroline Bartlett of Carella, Byrne, Cecchi, Olstein, Brody & Angello, P.C., 5 Becker Farm Road Roseland, NJ 07068; Philip L. Fraietta of Bursor & Fisher, P.A., 888 Seventh Avenue, New York, NY 10019; and Steve W. Berman, Daniel J. Kurowski, and Whitney K. Siehl of Hagens Berman Sobol Shapiro LLP, 1301 Second Avenue, Suite 2000 Seattle, WA 98101); and (3) the attorneys representing Rutgers (Jeffrey S. Jacobson, Andrew B. Joseph, and Kristen N. Roshto, Faegre Drinker Biddle & Reath LLP, 600 Campus Drive Florham Park, NJ 07932), postmarked no later than **January 7, 2022**.

If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by **January 7, 2022**. 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.

## COMPENSATION TO CLASS COUNSEL AND THE NAMED PLAINTIFFS

*Class Representative Compensation.* The Court may award reasonable incentive compensation to the Class Representatives for their service in the case, not to exceed Two Thousand Five Hundred Dollars (\$2,500) each, which shall come from the Settlement Fund. Any such Court-ordered compensation shall be paid within twenty (20) business days after the Effective Date. This shall be in addition to any benefits that the Class Representatives may receive as Settlement Class Members.

*Class Counsel Attorneys' Fees.* The attorneys who brought the lawsuit (listed below) will ask the Court to award them attorneys' fees of up to one-third of the total Settlement Fund, plus reimbursement of Class Counsel's costs and expenses incurred on behalf of Plaintiffs and the Class, for the time, expense and effort expended in investigating the facts, 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 Rutgers about the issues in this case. This specifically includes any claim for breach of contract or any tort or common law claim relating to Rutgers' transition to remote learning as a result of the COVID-19 pandemic. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at [www.RutgersStudentFeeSettlement.com](http://www.RutgersStudentFeeSettlement.com). *The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims 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 Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

## WHEN WILL I RECEIVE MY TUITION/FEES CREDIT OR CASH PAYMENT?

Settlement Benefits will be distributed 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, Active Students will receive a credit towards the next tuition/fee bill issued to them. Inactive Students will receive their cash payment within sixty (60) days.

Updated information about the case will be made available at [www.RutgersStudentFeeSettlement.com](http://www.RutgersStudentFeeSettlement.com), or you can call the Settlement Administrator at 1-877-379-5989, 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 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 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 Incentive Awards for the Plaintiffs that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on January 28, 2022, at 9:00 A.M. EST, of the Superior Court of New Jersey, 56 Paterson Street, New Brunswick, NJ 08903. 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 will be posted at the settlement website, [www.RutgersStudentFeeSettlement.com](http://www.RutgersStudentFeeSettlement.com).

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 lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement to achieve an early and

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certain resolution to the lawsuit, so it provides specific and valuable benefits to the members of the 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, Plaintiffs, Rutgers, and the 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 Plaintiffs and Rutgers will continue to litigate the lawsuit. There can be no assurance that, if the Settlement is not approved, the 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.RutgersStudentFeeSettlement.com](http://www.RutgersStudentFeeSettlement.com). If you have any questions, you can also call the Settlement Administrator at 1-877-379-5989 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 about this case. They cannot give you advice on your options.*

#### WHO REPRESENTS THE CLASS?

The Court has approved these attorneys to represent the 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.

James E. Cecchi, Esq.  
James A. O’Brien, Esq.  
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