

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT

IF YOU ARE A PURCHASE COLLEGE STUDENT OR VISITOR TO THE PURCHASE COLLEGE CAMPUS WHO HAS A DISABILITY IMPACTING YOUR MOBILITY

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS LITIGATION.

The proposed settlement (the “Settlement” or “Settlement Agreement”) resolves a lawsuit alleging that the Defendants denied students and visitors with mobility disabilities meaningful access to the educational, cultural, and social programs, services, and activities offered at Purchase College because of accessibility barriers on the campus paths of travel.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

- **You can object**—you may write to the Court if you do not like the Settlement.
- **You can go to the Fairness Hearing**—you may ask to speak to the Court regarding the fairness of the Settlement.
- **If you do nothing** and the Settlement is approved, you will bound by the terms of the Settlement.
- These rights and options are explained in this Notice.

If you have questions or would like to get a copy of the full Settlement Agreement, please call Disability Rights Advocates at (212) 644-8644, email at sunysettlement@dralegal.org, or visit dralegal.org.

GENERAL INFORMATION

1. What is this lawsuit about?

The lawsuit, *Westchester Independent Living Center (“WILC”) v. SUNY*, Case No. 7:16-cv-5949-CS, filed in the United States District Court for the Southern District of New York in 2016, was brought by the Plaintiffs: WILC (a peer-driven, community-based non-profit serving people with disabilities in Westchester County), two now-former Purchase College students with mobility disabilities, and a Purchase College campus visitor with a mobility disability. The lawsuit alleges that Defendants (SUNY, the President of Purchase College in her official capacity, and the Chairman of the SUNY Board of Trustees in her official capacity) denied students and visitors with mobility disabilities meaningful access to the educational, cultural, and social programs, services, and activities offered at Purchase College because of accessibility barriers on the campus paths of travel. The alleged barriers include uneven surfaces, steep slopes, missing or noncompliant curb ramps, a lack of signage, and other issues impacting the ability of students and visitors with mobility disabilities to travel around the Purchase College campus.

2. What is a class action?

The Plaintiffs made their claims on behalf of themselves and other students and visitors who have also been affected by these barriers. In 2019, the Court gave Plaintiffs permission to proceed with the case on behalf of all affected students and visitors. This decision made the Plaintiffs Class Representatives, appointed Plaintiffs’ lawyers Disability Rights Advocates as Class Counsel, and made anyone who falls within the definition of the class a Class Member.

3. Why is there a Settlement?

The Court has not decided the case in favor of either side. Instead, the Plaintiffs and the Defendants have agreed to settle the case. Plaintiffs believe that the Settlement they have reached is fair, adequate, reasonable, and in the best interests of the Class Members. In reaching this conclusion, the Class Representatives and their lawyers have considered the benefits of the Settlement, the possible outcomes of continued court proceedings, and the expense and length of continued proceedings and possible appeals. In this way, both sides are able to avoid the risks and costs of a trial, the case can be resolved and the benefits of the Settlement can be made immediately available to the Class Members. In agreeing to this Settlement, Defendants do not admit any violation of Title II of the Americans with Disabilities Act or Section 504 of the Rehabilitation Act, and expressly deny any wrongful conduct or liability, or violation of any federal, state or local statute, ordinance or law in this matter.

4. Who is covered by the Settlement?

The Class (group of people affected by the Settlement) is made up of students and visitors with mobility disabilities who “who have been and are being denied meaningful access to the educational, cultural, and social programs, services, and activities offered at SUNY Purchase because of Defendants’ continuing failure to provide accessible rights-of-way.”

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People with mobility disabilities includes wheelchair users, people who uses other mobility aids, or people with disabilities that affect their ability to walk distances or climb stairs but who do not use any mobility aid.

5. What do I do if I am not sure whether I am included?

If you are not sure if you are covered by the Class, please email Disability Rights Advocates at sunysettlement@dralegal.org or call (212) 644-8644 for more information.

6. Can a student or visitor receive money under the Settlement?

No. The Settlement does not give any monetary relief to Class Members.

7. What does the Settlement provide for the Class?

If this Settlement is approved, Defendants will complete the barrier removal outlined in the Remediation Chart (Exhibit A to the Settlement Agreement). As described in the Chart, Defendants have made and have agreed to make a variety of changes to the Purchase College campus paths of travel. These changes include adding additional accessible parking spaces, adding or remediating curb ramps, repaving ground surfaces on paths and in parking lots, adding signage, remediating steep slopes, constructing new crosswalks, and other accessibility improvements. As the Chart describes, Defendants have already completed most of these changes during the course of this lawsuit.

Attached to the Settlement Agreement are Defendants' policies regarding (1) providing and signposting temporary accessible routes during construction; (2) parking staff's appropriate enforcement of accessible parking; (3) timely snow and weather-related barrier removal on paths of travel; (4) regular elevator testing, maintenance, and timely response time for repair; (5) regular automatic door opener testing, maintenance, and timely response time for repair; and (6) maintenance of paths of travel and parking areas.

Defendants will train appropriate personnel on these policies, and will do so within 120 days of the beginning of the Agreement term and annually thereafter. Defendants have also agreed to continue to employ an ADA Compliance Officer during the term of the Agreement.

The term of the Agreement is from when the Settlement begins until September 1, 2022. If any of the work in the Remediation Chart is completed after March 1, 2022, the term will extend so that it ends six months after the last work described in the Remediation Chart is completed.

Plaintiffs will be monitoring the Defendants' compliance with the Settlement's required actions during the term of the Settlement.

- Within thirty days of the Court's approval of this Agreement, Defendants will provide Class Counsel with documentation of the work described in the Remediation Chart that was completed prior to the signing of the Agreement.

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- Every six months during the Term of the Agreement, Defendants will provide Class Counsel with a report identifying the additional remediation that was completed during the preceding reporting period.
 - The reports will also include copies of any reports received by Defendants through SUNY Purchase’s “Report Accessibility Barriers” form that relate to campus paths of travel, including parking, snow and ice removal, and temporary paths of travel during construction.
 - Should any systemic issues regarding the topics identified in this lawsuit become apparent through the “Report Accessibility Barriers” reports, Class Counsel will have an opportunity to recommend potential solutions to Defendants, who must consider those recommendations in good faith.

The Parties have also established a dispute resolution process to be utilized in the event that disputes should arise under the Agreement.

8. Do I have to give up any rights if the Settlement is Approved?

Under the Settlement Agreement, the Named Plaintiffs agree to release (give up) certain claims and release certain claims on behalf of the Class.

- The Named Plaintiffs have agreed to release all claims and causes of action against Defendants for any claim arising out of actions or omissions occurring through the end of the Term of the Agreement.
- Class Members have agreed to release all claims for injunctive or declaratory relief for any claim relating to this Action or the allegations in the Amended Complaint that accrues through the end of the Term of the Agreement.
- Nothing in the release language bars Class Members from seeking reasonable accommodations at SUNY Purchase or from pursuing individual claims for monetary damages incurred.

9. When will the Court decide if it approves the Settlement?

The Court will hold a hearing (called a “Fairness Hearing”) on January 7, 2022, at 10:00 a.m. in the Courtroom of the Honorable Judge Cathy Seibel at the United States District Court for the Southern District of New York, The Hon. Charles L. Brieant Jr. Federal Building and Courthouse, Courtroom 621, 300 Quarropas Street. White Plains, NY 10601, to determine whether the proposed Settlement Agreement is fair, adequate, and reasonable, and should be finally approved. If the Judge approves the Settlement after the Fairness Hearing, there could still

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be appeals. If any appeal is filed, it is uncertain how long it might take to resolve. If the Settlement is approved, and no appeal is filed, the Defendants will proceed with taking the actions required by the Settlement, to the extent they have not already been completed.

10. Do I have a lawyer in this case?

Yes. If you are a Class Member, attorneys from Disability Rights Advocates represent you solely for the purposes of this Settlement. You will not be charged for being represented by these lawyers in this matter. If you want to get your own lawyer, you may hire one at your own expense.

11. Will the lawyers in this case be paid?

Yes. The Agreement provides for the payment of \$990,000 to Disability Rights Advocates for attorneys' fees and costs in connection with the nearly five years of litigation in this Action, and for time spent negotiating and monitoring the Agreement.

OBJECTING TO THE SETTLEMENT

12. How do I tell the Court that I do not like the Settlement?

If you are member of the Class, you can object to the Settlement if you do not like it. You can give reasons why you think the Court should not approve the Settlement so that the Court can consider your views. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court denies the Settlement, the actions outlined in this notice will not occur and the lawsuit will continue.

To object, you must send a letter saying you object to *WILC v. SUNY*, Case No. 7:16-cv-5949-CS. Be sure to mention the case name, and include your name, address, telephone number, your signature, and the reasons you object to the Settlement. Mail the objection to the following addresses postmarked no later than December 8, 2021:

Clerk of Court
United States District Court for the Southern District of New York
The Hon. Charles L. Brieant Jr. Federal Building and Courthouse
300 Quarropas Street
White Plains, NY 10601

Stuart Seaborn
Disability Rights Advocates
P.O. Box #331
Berkeley, CA 94701

Mark E. Klein
Office of the New York State Attorney General
28 Liberty Street
New York, New York 10005

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13. When will the Court make a decision about approving the Settlement?

The Court will hold a Fairness Hearing on January 7, 2022, at 10:00 a.m. in the Courtroom of the Honorable Judge Cathy Seibel at the United States District Court for the Southern District of New York, The Hon. Charles L. Brieant Jr. Federal Building and Courthouse, Courtroom 621, 300 Quarropas Street. White Plains, NY 10601, to determine whether the proposed Settlement Agreement is fair, adequate and reasonable, and should be approved. If there are objections, the Court will consider them. The Judge will listen to people who have properly submitted requests to speak at the hearing. After the hearing, the Judge will decide whether to approve the Settlement.

14. Do I have to attend the hearing?

No. The lawyers from Disability Rights Advocates will attend the hearing and answer any questions the Judge may have about the case. You are welcome to attend the hearing if you would like, but you must pay for your own travel to the hearing.

If you sent an objection letter, you are not required to come to the hearing to talk about your letter. All you have to do to properly object is to have sent your written letter by the deadline. If you have your own lawyer, you may also pay your lawyer to be at the hearing, but that is up to you.

15. Am I allowed to speak at the hearing?

You can ask the Court for permission to speak at the Fairness Hearing. Please note that any costs incurred for attending the hearing will be at your own expense. To request to speak at the hearing, you must send a letter saying that it is your intention to appear in *WILC v. SUNY*, Case No. 7:16-cv-5949-CS. Make sure to include your name, address, telephone number, and signature, and list any witnesses you may call to testify and exhibits you intend to introduce into evidence at the hearing. You may also want to provide the court with the information needed to contact you electronically.

Your letter must be postmarked no later than December 8, 2021, and be sent to the following addresses:

Clerk of Court
United States District Court for the Southern District of New York
The Hon. Charles L. Brieant Jr. Federal Building and Courthouse
300 Quarropas Street
White Plains, NY 10601

Stuart Seaborn
Disability Rights Advocates
P.O. Box #331
Berkeley, CA 94701

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Mark E. Klein
Office of the New York State Attorney General
28 Liberty Street
New York, New York 10005

16. What if I do not do anything?

You do not need to do anything to receive the benefits of this Settlement.

GETTING MORE INFORMATION

17. Are there more details about the Settlement?

This notice summarizes the Settlement. There are more details in the Settlement Agreement itself. To the extent that this notice varies from the Agreement, the terms of the Agreement are correct.

You can access a copy of the Agreement by visiting the Disability Rights Advocates website at dralegal.org. You can also request a copy of the Agreement or ask questions about the Agreement by calling (212) 644-8644 or emailing sunysettlement@dralegal.org.

You can access the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/> or by visiting the office of the Clerk of the Court for the United States District Court for the Southern District of New York at The Hon. Charles L. Brieant Jr. Federal Building and Courthouse, 300 Quarropas Street, White Plains, New York between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

Please do not call the Court or the Court Clerk's office to ask about this Settlement.

To obtain copies of this Notice in alternative accessible formats, please contact Class Counsel (Disability Rights Advocates) listed above

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