

**ONONDAGA COUNTY**

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**MARTINA S. CARTER, ANNE M. MCCHEYNE,  
& ESTATE OF LAWRENCE I. FULLER, by and  
through RONALD FULLER, as Administrator,** individually  
and on behalf of all individuals similarly situated,

**Index No.: 005036/2021**

Plaintiffs,

-vs-

**GREEN SKYLINE APARTMENTS, LLC.,**

Defendant.

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**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**TO: All former tenants of the Skyline Apartments who resided in the Skyline Apartment building located at 753 James Street, Syracuse, New York 13203 (“Skyline Apartments”) for a period of at least one month at any time from January 1, 2017, through July 14, 2023.**

**PLEASE READ THIS NOTICE CAREFULLY**

**This Notice is related to a proposed settlement of a class action lawsuit. This Notice has been authorized by the Supreme Court of the State of New York, Onondaga County. It contains important information about your right to participate in the Settlement, make a claim for payment, object to the Settlement, or elect not to be included in the class.**

**INTRODUCTION**

Martina S. Carter, Anne M. McCheyne, and Lawrence I. Fuller (“Plaintiffs”) filed a lawsuit in 2021 alleging claims for the breach of the warranty of habitability, based on the conditions of the lobby, elevators, hallways, stairwells, and all other common areas within the Skyline Apartments (the “Action”). This case is currently pending against Green Skyline Apartments, LLC (“Defendant”). The Court in charge of this case is the Supreme Court of the State of New York, Onondaga County.

Plaintiffs and Defendant have agreed to settle the action subject to the approval of the Court (the “Settlement”). Defendant has defended and contested the claims in the Action. However, Defendant has elected to settle the Action to avoid the time, expense and inconvenience of this litigation. The Court has not decided who is right or wrong or who would prevail if this case went to trial.

Your legal rights may be affected by this Settlement. These rights and options are summarized below and fully explained in this Notice.

## YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>RIGHT TO PARTICIPATE IN THE PROPOSED SETTLEMENT</b>	As described more fully below, to participate in the Settlement and be eligible to receive payment from the Settlement, you must file a Claim Form online or mail a properly completed Claim Form and Release with your original signature to the Claims Administrator that must be postmarked <i>no later than August 8, 2026 (sixty (60) calendar days)</i> after the Class Notice was mailed. For any Class Notice that must be remailed, the Claim Form must be postmarked <i>no later than forty-five (45) calendar days</i> from the date of the second mailing. If you fail to mail a timely Claim Form and Release, you will receive no monetary distribution from the Settlement.
<b>RIGHT TO DO NOTHING AND BE EXCLUDED FROM THE PROPOSED SETTLEMENT</b>	If you wish to exclude yourself from the action and Settlement, do not submit a Claim Form and Release. You will not be part of the Settlement and will not receive any monetary distribution from the Settlement.
<b>RIGHT TO OBJECT TO THE TERMS OF THE PROPOSED SETTLEMENT</b>	If you wish to object to the Settlement, you must submit a written statement about why you believe the Settlement is unfair or unreasonable. You cannot object if you do not complete a Claim Form and Release.

### 1. Why did I receive this notice?

You have received this notice because we have received records showing that you lived in the Skyline Apartments at some point between January 1, 2017, and July 14, 2023 (the “class period”).

### 2. What is a class action?

A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as Class Members. In a class action, one court resolves the issues for all Class Members, except for those who effectively exclude themselves from the Class. Justice Karalunas, J.S.C., Supreme Court of the State of New York, Onondaga County is the Judge who is presiding over this class action.

### 3. Why is there a settlement?

Class Counsel have analyzed and evaluated the merits of the claims made against the Defendant in the Action, analyzed pertinent information and data, and other relevant factors for the Plaintiffs. The parties participated in extensive negotiations after lengthy analysis of the available documentation. Based upon their analysis and evaluation of this data, relevant law, and the substantial risks of continued litigation, including the possibility that if not settled now, the case may not result in any recovery whatsoever, or might result in a less favorable recovery that would not occur for several more years, Class Counsel has entered into this proposed Settlement with the consent of the Plaintiffs. Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and that this Agreement is in the best interest of the Plaintiffs and other Class Members, such as yourself.

Questions? Call 1-888-524-4930 toll-free, email [Skylinesyracusesettlement@cptgroup.com](mailto:Skylinesyracusesettlement@cptgroup.com), or visit [www.skylinesyracusesettlement.com](http://www.skylinesyracusesettlement.com)

#### **4. How much will Class Members receive from this Settlement?**

If you elect to participate in the Settlement, your allocated share of the Settlement (“Allocated Amount”) shall be determined as follows:

First, the Claims Administrator will determine the number of months each Class Member lived in the Skyline Apartments. Individual Class Members will receive one point per month they resided in the building (an eligible point per month).

Second, the Claims Administrator will calculate the total number of eligible points for all Class Members.

Third, the Claims Administrator will divide the Net Settlement Fund amount by the total number of eligible points. The result of this calculation will be the amount of money each point is worth.

Fourth, for each individual Class Member, the Claims Administrator will multiply the number of each Class Member’s eligible points by the monetary value of each point. This will determine the amount of money to be distributed to each Class Member. The allocated amount is capped in the Settlement Agreement.

A complete description of the Settlement allocation formula can be found on the following website: [www.skylinesyracusesettlement.com](http://www.skylinesyracusesettlement.com)

#### **5. Service award to Class Representatives**

The Settlement proposes that the named Plaintiffs who took a lead role in this litigation, devoted time to the case, and assisted in evaluating and identifying the cause of action, will each receive a service payment of five thousand dollars and no cents (\$5,000.00) each.

#### **6. Who is eligible to receive payment from the Settlement?**

To be eligible to receive payment from the Settlement, an individual must be listed on a tenant roster from the Skyline Apartments or be able to timely demonstrate their tenancy in the building through 2 forms of adequate proof. Any 2 of the following items showing an address at the Skyline shall be accepted as adequate proof: utility bill; lease; driver’s license; tax return; W-2; voter registration; vehicle registration; bank statement.

#### **7. How do I receive payment from the Settlement?**

To be eligible to receive a Settlement payment, you must timely file a Claim Form online at [www.skylinesyracusesettlement.com](http://www.skylinesyracusesettlement.com) using your unique CPT ID <<ID>> and Passcode <<Passcode>> to login or complete and return by mail the enclosed Claim Form and Release with your original signature to the Claims Administrator within sixty (60) days of mailing of the Class Notice. Claim forms must be mailed to:

**Carter v. Green Skyline Apartments**  
c/o CPT Group, Inc.  
PO Box 19504  
Irvine, CA 92623

If you do not properly complete and timely mail your Claim Form and Release, your Settlement payment may be delayed or ultimately denied. The Claims Administrator will not make any payments until after a Fairness Hearing is held by the Court (see question 15 below).

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For any Class Notice that must be remailed due to being returned as undeliverable, to be timely the Claim Form must be postmarked no later than forty-five (45) calendar days after the Class Notice was remailed.

You will need to deposit or cash your Settlement check within 90 days after it is mailed to you. After the 90-day period has expired, the Settlement check will be void.

## **8. What claims are released by this Settlement?**

Class Members who submit a Claim Form and Release will be bound by the following release of claims: By operation of the entry of the Order Granting Final Approval, and except as to claims to enforce this Agreement and except as otherwise provided below, all Authorized Claimants, each on his or her own behalf, and on behalf of their families, heirs, executors, administrators, agents, successors, attorneys, and assigns, hereby release and forever discharge Defendant as well as Defendant's parent companies, affiliates, predecessors, successors, subsidiaries, officers, directors, owners, trustees, shareholders, employees, spouses, agents, attorneys, insurers, and re-insurers, and each of their heirs, executors, administrators, agents, successors, and assigns (all of whom jointly and severally with Defendant, constitute and are hereinafter collectively referred to herein as "Releasees"), both individually and in their official capacities, from any and all claims, causes of actions, suits, attorneys' fees, pain and suffering, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, charges, complaints and demands whatsoever, in law, or equity, of any and every kind, nature and character, known or unknown, which against Releasees, Authorized Claimants as well as their families, heirs, executors, administrators, agents, successors, attorneys, and assigns, ever had, may now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement.

## **9. How do I exclude myself from the Settlement?**

If you do not wish to participate in this proposed Settlement but want to keep the right to sue or continue to sue the Defendant, on your own, about the legal issues in this case or which could have been brought in this case, do not complete a Claim Form and Release. This will exclude you from the Settlement and will keep the right to sue the Defendant.

If you are excluded from the Action and the Settlement due to not completing a Claim Form and Release, you will NOT be allowed to object to the Settlement as described in paragraph 12 below.

## **10. If I do not complete a Claim Form and Release, will I still get money from this Settlement?**

No. If you do not submit a Claim Form and Release, you will not receive any money from this Settlement.

## **11. Do I have a lawyer in this case?**

The firm Legal Services of Central New York, Inc, 221 S. Warren St., Ste. 300, Syracuse, New York 13202 is representing the Plaintiffs and have assisted them in negotiating this Settlement on behalf of the Class Members. These lawyers are Class Counsel. You will not be charged anything for these lawyers. If you wish to be represented by your own lawyer, you may hire one at your own expense.

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## **12. How will the lawyers be paid?**

Legal Services of Central New York, Inc. has elected not to seek any payment for attorney's fees. The only payment to be sought by Class Counsel is reimbursement of reasonable actually incurred costs and expenses. This amount shall not exceed \$5,000.00 and will be paid from the Final Settlement Amount. Compensation for all other work performed in this action including filing papers, engaging in discovery, reviewing documents, and negotiating and overseeing the Settlement have been waived by Class Counsel.

## **13. How do I tell the Court if I don't like the Settlement?**

You can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your opinions. If the Court rejects your objection, you will still be bound by the terms of the Settlement. You cannot object if you do not submit a Claim Form and Release.

To object, you must mail a letter saying that you object to the Settlement. Your letter must include all reasons for the objection and any supporting documentation in your possession. Your statement must also include your name, address, email address, and telephone number(s).

If you wish to present your objection at the Fairness Hearing described below, you must state your intention to do so in your written objection. Your objection will not be considered unless it is post-marked by no later than sixty (60) calendar days after the Class Notice was mailed. For any Class Notice that must be re-mailed, the objections must be postmarked no later than forty-five (45) calendar days from the date of the second mailing. Objections must be mailed to:

**Carter v. Green Skyline Apartments**  
c/o CPT Group  
PO Box 19504  
Irvine, CA 92623

The Claims Administrator will share your objection with Class Counsel and Defendant's Counsel, and your objection statement will be filed with the Court. You may not object to the Settlement if you do not submit a Claim Form and Release.

A Class Member who has submitted a Claim Form and Release, who subsequently objects and is not satisfied with the outcome of their objection, shall have 20 days after entry of the Order Granting Final Approval to withdraw their Claim Form and Release and they no longer will be a part of the Class. They may do so by mailing a written statement to the Claims Administrator, identifying themselves and clearly stating they no longer wish to be a part of the Class, and no longer wish to collect any money from the Settlement. The Claims Administrator will remove them from the Class, and they shall be viewed as never having submitted a Claim Form and Release and will be excluded from the Settlement and Release.

## **14. What is the difference between objecting and being excluded from the Settlement?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can only object if you complete a Claim Form and Release. You will still be bound by the terms of the Settlement if it is approved by the Court unless you have withdrawn your Claim Form and Release as described above. Being excluded from the Settlement means you are not part of the Settlement and will not receive any money from the Settlement. If you are excluded, you have no basis to object because the case no longer affects you. If you send an objection, you do not need to come to Court to talk about it, but you may do so at your own expense or pay your own lawyer

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to attend. As long as you mailed your written objection on time, the Court will consider it. If you attend the Fairness Hearing, you will not be permitted to speak unless you have timely objected in writing as described above and notified the Court of your intention to appear at the Fairness Hearing.

### **15. When & where will the Court decide whether to approve the Settlement?**

The Fairness Hearing will take place at 10:00 a.m., on November 12, 2026, at the Onondaga County Courthouse, 401 Montgomery Street, Syracuse, NY 13202. On the return date check the board outside room 302 for the courtroom assignment. At this hearing, the Court will consider whether the terms of the Settlement are fair, reasonable, and adequate. You are not required to appear at the Fairness Hearing unless you have an objection and if you wish to be heard. If there are objections, the Court will consider them. The judge in charge of this case may listen to people who have asked to speak at the hearing. The Court will consider whether Class Counsel may collect their costs from the Settlement. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### **16. Are there more details about the Settlement?**

This notice summarizes the proposed Settlement. More details are in the Joint Settlement Agreement and Release. You can review the entire Settlement Agreement at [www.skylinesyracusesettlement.com](http://www.skylinesyracusesettlement.com) or by asking for a copy from Legal Services of Central New York, Inc. To request a copy, email [skylinesyracusesettlement@cptgroup.com](mailto:skylinesyracusesettlement@cptgroup.com) or please send a letter requesting one to Joseph Maslak, Esq., Legal Services of Central New York, 221 S. Warren St., Ste. 300 Syracuse, New York 13202