From: ray.fair@yale.edu
To: "Nurse-Goodison, Margaret"
Subject: FW: yale response
Date: Wednesday, October 15, 2025 4:47:11 PM

From: John Oster <jfo236@gmail.com>
Sent: Monday, June 2, 2025 3:12 PM
To: ray.fair@yale.edu
Subject: Re: yale response

The ADEA (Age Discrimination in Employment Act) allows for liquidated damages equal to double back pay if the violation is willful. My guess is CT state law has something similar also.

Sent from my iPhone

> On Jun 2, 2025, at 3:07 PM, John Oster <jfo236@gmail.com> wrote:
>
> Different laws have different limitations periods. For example in medical malpractice you have to sue one year from the date of injury, and in contracts it's 6 years from the date of breach. Some of these limitations periods have exceptions or can be tolled under certain circumstances. I don't know retirement law specifically so I don't know exactly what Yales argument is or what you might argue to extend the period. From a liability perspective, Yale is admitting fault and it seemingly concedes the need to pay you for a portion of the time period. Obviously at minimum you should get that amount plus 8% interest, which Yale has yet to offer. Were you to sue, you might be entitled to to additional damages such as punitive damages. Yale would also have to pay your attorneys fees. A fair settlement is you giving up your claim to additional fees and Yale paying you for the full period regardless of the statute of limitations argument.
>
> Sent from my iPhone
>
> > On Jun 2, 2025, at 11:00 AM, ray.fair@yale.edu wrote:

I just had a conference call to pick dates. It's clear Yale is going to stress statute of limitations. Can you remind me of an argument you gave me against using statute of limitations?