

<b>DOCKET NO. X10-UWY-CV-23-6070643-S</b>	:	<b>SUPERIOR COURT</b>
	:	
<b>RIDENHOUR, TERCENCIA, ET AL.</b>	:	
	:	<b>COMPLEX LITIGATION</b>
<b>v.</b>	:	<b>DOCKET AT WATERBURY</b>
	:	
<b>CAREER TRAINING SPECIALISTS, LLC</b>	:	
<b>d/b/a STONE ACADEMY, ET AL.</b>	:	<b>JANUARY 16, 2025</b>

**ORDER GRANTING MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This action is pending before this Court as a certified class action (the "Action").

Plaintiffs' Motion for Preliminary Approval of Class Action Settlement came before this Court.

The Court, having considered the Class Action Settlement Agreement; having considered the Motion for Preliminary Approval and Memorandum of Law in support thereof and exhibits thereto (with all supporting documents); and good cause appearing, **HEREBY ORDERS THE FOLLOWING:**

1. This Order incorporates by reference the definitions in the Settlement Agreement (attached hereto as Exhibit B), and all terms defined herein shall have the same meaning in this Order as set forth in the Settlement Agreement.

2. In its Memorandum of Decision dated January 2, 2025 (D.E. No. 238.10), the Court previously certified a Class defined as: All Stone Academy students (i) enrolled in a day or night Practical Nursing program offered by Stone Academy; (ii) between November 1, 2021 and February 14, 2023; and (iii) who were unable to graduate as a result of Stone Academy's closure.

3. The Court has subject matter jurisdiction over this Action. The Court has personal jurisdiction over the Defendants because they owned and operated a for profit nursing school in Connecticut. The Court has personal jurisdiction over the Class Members because they are present or former Connecticut residents or received educational services from the Defendants in

the state of Connecticut, and their claims arise from the educational services they received in Connecticut.

4. The Court appoints Atticus Administration, LLC as Settlement Administrator, responsible for performing the obligations of the Settlement Administrator under the Settlement Agreement.

5. The Court has previously appointed the law firm of Hurwitz, Sagarin, Slossberg & Knuff, LLC as Class Counsel and they shall continue to serve as Class Counsel in connection with the proposed Settlement.

6. The Court preliminarily approves the Settlement Agreement as fair, adequate, and reasonable and preliminarily approves the terms of the Settlement Agreement.

7. The Court hereby approves on a preliminary basis the compensation to the Settlement Class Members provided for in the Settlement Agreement. It appears to the Court on a preliminary basis that the settlement terms are fair, adequate and reasonable as to all Class Members when balanced against the probable outcome of further litigation. It further appears that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Civil Action. It also appears that the Settlement has been reached as the result of lengthy, intensive, serious and non-collusive, arms' length negotiations, after approximately two years of litigation, and with the assistance of Magistrate Judge Farrish and the undersigned.

8. The Court approves the form and content of the proposed Settlement Notices attached as Exhibits D, E, F, and G to this Order, and the notice plan described in the Motion for Preliminary Approval of Settlement (Dkt. No. 243). The Parties, working with the Settlement

Administrator, are permitted by mutual agreement to make changes in the font, format and content of the Settlement Notices that do not materially alter the substance of those documents.

9. The Court finds that the distribution of the Settlement Notice in the manner and form set forth in the Settlement Agreement and Motion for Preliminary Approval: (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action and of their right to object or to exclude themselves from the proposed Settlement; and (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice. The Court directs the Settlement Administrator to send the Settlement Notice to the Class Members in accordance with the Settlement Agreement.

10. The Settlement Notice shall be mailed and disseminated by the other means described in the Settlement Agreement and Motion for Preliminary Approval to the Class Members, and the Settlement Administrator shall establish the settlement website no later than five days after the date of this order. The Settlement Administrator shall make reasonable efforts to update and correct mailing addresses of Class Members.

11. Any Class Member may opt out of the Settlement by submitting an opt-out request to the Settlement Administrator as instructed in the Settlement Notice in a form or letter mailed to the Settlement Administrator and postmarked no later than 30 days after the date that notice is mailed. All opt-out requests must be submitted as provided in the Settlement Notice. Any Class Member who submits a valid and timely opt-out request shall not be a Settlement Class Member, shall be barred from participating in the Settlement, shall have no right to object to the Settlement, and shall receive no compensation from the Settlement.

12. If a Final Order and Judgment is entered approving the Settlement, Class Members who have not submitted a valid and timely opt-out request shall be bound by all determinations of the Court, the Settlement Agreement (including but not limited to the Releases therein), and Judgment. If a Final Order and Judgment is entered approving the Settlement, all Settlement Class Members shall be conclusively deemed to have fully and finally released all of the Released Persons from any and all Released Claims.

13. Any Class Member who does not opt out of the Class may mail an objection to the Settlement to the Clerk of Court as instructed in the Settlement Notice, or may file a motion to intervene. All written objections and supporting papers must:

- a. clearly identify the case name and number (Ridenhour, et al. v Career Training Specialists, LLC d/b/a Stone Academy, et al., Docket No. X10-UWY-CV-23-6070643-S);
- b. identify the objector's full name, address, email address, and telephone number;
- c. provide an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d. identify all grounds for the objection, accompanied by any legal support for the objection;
- e. include the identity of all counsel who represent the objector in relation to the objection (even if not appearing);
- f. include a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing;

- g. include a list of any persons who will be called to testify at the Fairness Hearing in support of the objection;
- h. include all documentary evidence that will be offered at the Fairness Hearing in support of the objection;
- i. identify all counsel representing the objector who will appear at the Fairness Hearing;
- j. be submitted to the Court either by mailing them to the Clerk of the Waterbury Superior Court, by e-filing by an authorized e-filer, or by filing them in person at the Waterbury Superior Court, with a copy to Class Counsel and Defendants' Counsel; and
- k. be filed or postmarked on or before 30 days after the mailed notice is sent.

14. Any Class Member who fails to submit timely written objections and/or file a motion to intervene with the Clerk of Court in the manner specified in the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Any Class Member who fails to submit a timely written objection in accordance with the Settlement Agreement (as specified in Paragraph 13 above) may not be heard to oppose the Settlement at the Fairness Hearing unless otherwise ordered by the Court.

15. Class Members have the right to exclude themselves from the Settlement and pursue a separate and independent remedy against Defendants by complying with the exclusion provisions set forth herein. Settlement Class Members who object to the Settlement shall remain Settlement Class Members and have voluntarily waived their right to pursue an independent remedy against Defendants. To the extent that any Settlement Class Member objects to the

Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Order and Judgment of the Court.

16. A Fairness Hearing will be held, in person, on Wednesday, February 26, 2025, at 10:00 a.m., in Courtroom 3B of the Waterbury Superior Court, 400 Grand Street, Waterbury, Connecticut, to determine all necessary matters concerning the Settlement, including:

- a. whether the proposed Settlement of the Civil Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate, and reasonable and should be finally approved by the Court;
- b. whether an Order and Final Judgment, as provided in the Settlement Agreement, should be entered herein;
- c. whether the compensation to the participating Settlement Class Members contained in the Settlement Agreement should be approved as fair, adequate, and reasonable to the participating Settlement Class Members; and
- d. to make, in the Court's discretion, an award of attorneys' fees and expenses to Settlement Class Counsel and Service Award to the Settlement Class Representatives.

The date of the Fairness Hearing may be changed by the Court, with notice provided only on the Settlement website, in the Clerk of Court's office, or the Court's electronic docket at <https://civilinquiry.jud.ct.gov>. The Fairness Hearing may also be changed to a virtual or telephonic hearing. If that occurs, information necessary for any interested class members to participate in the hearing will be posted on the settlement website and the Court's docket at <http://civilinquiry.jud.ct.gov>.

17. Settlement Class Counsel shall file any papers in support of their requested award of attorneys' fees and expenses and the Settlement Class Representatives' Service Award no later than 30 days after notice is mailed to the Class Members.

18. Settlement Class Counsel shall file their Motion for Final Approval and any papers in support of final approval of the Settlement, and counsel for the Parties shall serve and file any response to any objections to the Settlement no later than 14 days before the Fairness Hearing.

19. The Settlement is not a concession or admission, and shall not be used against the Defendants or any of the Released Persons as an admission or indication with respect to any claim of any fault or omission by the Defendants or any of the Released Persons. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement Agreement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Settlement Agreement. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document, statement, proceeding or conduct related to the Settlement Agreement, nor any reports or accounts thereof, shall in any event be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by the Defendants or any of the Released Persons or of the truth of any of the claims or allegations made; and evidence thereof shall not be discoverable or used directly or indirectly by the Class or any third party, in any way for any purpose, except that the provisions of this Agreement may be used by the Parties to enforce its terms, whether in this action or in any other action or proceeding.

20. Pending the Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and this Order, are stayed.

21. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

22. To facilitate administration of the Settlement Agreement pending final approval, the Court hereby enjoins all Settlement Class Members from filing or prosecuting any claims, suits, or administrative proceedings regarding claims released by the Settlement Agreement unless and until such Settlement Class Members have submitted valid opt-out requests.

23. The Court orders the following schedule for further proceedings:

- a. The Settlement Administrator will mail, email and otherwise distribute the Settlement Notice to the Class Members, and launch the Settlement website on or before January 23, 2025.
- b. Settlement Class Counsel will file motions award of attorneys' fees, reimbursement of litigation expenses, and Settlement Class Representative Service Awards fourteen days from Mail Notice, or on or before February 3, 2025.
- c. Opt-out notices and objections must be mailed to the Settlement Administrator as provided in the Settlement Notice and postmarked 30 days from Mail Notice, or on or before February 19, 2025.
- d. Claim Forms and proof of authority to act on behalf of an estate of a Class Member or an incapacitated Class Member must be mailed to the Settlement



Administrator and postmarked 30 days from Mail Notice, or on or before February 19, 2025.

- e. The Parties will file any papers in support of final approval including response(s) to objections to the Settlement on or before February 21, 2025.
- f. The Settlement Administrator will file a declaration of compliance regarding completion of notice, and the number and names of opt-outs, on or before February 24, 2025.
- g. A Fairness Hearing will be held on Wednesday, February 26, 2025, at 10:00 a.m., in accordance with Paragraph 16 hereof.

24. The Court reserves the right to adjourn or continue the date of the Fairness Hearing and all dates set forth above per the Settlement Agreement without further notice to Class Members except on the Settlement website, in the Clerk of Court's office, or the Court's electronic docket at <https://civilinquiry.jud.ct.gov>. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

It is so ORDERED.

Dated at Waterbury, Connecticut, this 16<sup>th</sup> day of January, 2025.



---

PIERSON, J.

# **EXHIBIT B**

## **GLOBAL SETTLEMENT AGREEMENT AND MUTUAL RELEASES**

This Agreement is entered into as of January 10<sup>th</sup>, 2025 (the “Effective Date”) between Terencia Ridenhour, Danidsha Ayala, Carolina Carrion, Shakima Glover, Diane Lukowski, Amy Otis, Kristie Ricker, Wendy Serrano, individually and on behalf of similarly situated Plaintiffs (“Class Action Plaintiffs”), the State of Connecticut (the “State”), and Career Training Specialists, LLC d/b/a/ Stone Academy, Mark Scheinberg,<sup>1</sup> Joseph Bierbaum, and Richard Scheinberg in his capacity as Trustee for Creative Career Trust (collectively, “Defendants”) (each a “Party” and collectively “the Parties”), by and through their attorneys.

### **I. BACKGROUND INFORMATION**

WHEREAS, Class Action Plaintiffs have asserted certain claims (“Claims”) against Career Training Specialists, LLC d/b/a Stone Academy, Joseph Bierbaum, Mark Scheinberg, Richard Scheinberg in his capacity as Trustee for Creative Career Trust and related to the operation of Stone Academy as set forth in lawsuit filed in the judicial district of Waterbury, at Waterbury, entitled Ridenhour et al. v. Career Training Specialists, LLC d/b/a Stone Academy et al., bearing docket no. UWY-CV23-6070643-S (“Class Action”) and

WHEREAS, the State has also asserted certain claims (“State Claims”) against Career Training Specialists, LLC d/b/a Stone Academy, Joseph Bierbaum and Paier College of Art, Inc. and related to the operation of Stone Academy as set forth in lawsuit filed in the judicial district of Waterbury, at Waterbury, entitled State of Connecticut v. Career Training Specialists, LLC d/b/a Stone Academy et al., bearing docket no. UWY-CV23-6072103-S (“State Action”); and

WHEREAS, Class Actions Plaintiffs have asserted certain claims against State officials Timothy Larsen, Sean Seepersad, Manisha Juthani, and Chris Andresen, individually and in their official capacities, as set forth in the lawsuit filed in the United States District Court for the District of Connecticut, entitled *Ridenhour, et al. v. Larson, et al.*, bearing docket no. 3:23-cv-01672 (the “Federal Action”); and

WHEREAS, the Class Action Plaintiffs and the State have indicated that if the Class Action and State Action were not settled to their satisfaction, they would bring claims against entities with which some of the Defendants are affiliated, including without limitation Sound Education, LLC (“Sound”); and

WHEREAS, the Defendants deny any fault or alleged wrongdoing in connection with the Claims and State Claims (collectively, “Defenses”); and

WHEREAS, the Defendants who are not a party to the State Action, likewise deny any fault or alleged wrongdoing in connection with the State Claims; and

WHEREAS, the Court (*Pierson, J.*) granted the Plaintiffs’ Motion for Class Certification on January 2, 2025 (Docket Entry No. 238.10); and

---

<sup>1</sup> Mark Scheinberg is referenced herein as a former defendant of the action, as Class Plaintiffs withdrew all Claims against Mark Scheinberg prior to the execution of this Agreement, and preceding preliminary and final approval of the Class Action Settlement. *See* Docket Entry No. 234.00. Mark Scheinberg is referenced herein as subject to the release language.

WHEREAS, the Certified Class consists of “All Stone Academy students (1) enrolled in a day or night Practical Nursing program offered by Stone Academy; (2) between November 1, 2021 and February 14, 2023; (3) who were unable to graduate as a result of Stone Academy’s closure” (referred to hereinafter as the “Class” or “Class Members”); and

WHEREAS, the Court certified the class claims and issues as those “defined by the allegations, both legal and factual, set forth in the plaintiffs’ substituted complaint dated September 26, 2023 (Docket Entry No. 142), as against all remaining defendants”; and

WHEREAS, following good faith negotiations, the Parties desire to settle and compromise any and all outstanding matters based on the terms set forth herein, including without limitation releases benefitting third parties named herein, some of which have contributed funds for the settlement; and

WHEREAS, Sound has contributed funds for potential inclusion in the Common Fund (as defined below), and will authorize the release and payment of same from escrow, but only if a full and final settlement occurs upon the terms set forth herein; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereby agree as follows:

## II. DEFINITIONS

In addition to the terms defined at various points within this Agreement, the following Defined Terms apply throughout this Agreement:

1. The term “Class Action Plaintiffs” means Terencia Ridenhour, Danidsha Ayala, Carolina Carrion, Shakima Glover, Diane Lukowski, Amy Otis, Kristie Ricker, and Wendy Serrano.
2. The term “Class Counsel” means the law firm of Hurwitz, Sagarin, Slossberg & Knuff, LLC, appointed as class counsel by the Court.
3. The term “Compensation” means the amount payable to a particular Settlement Class Member as set forth in Paragraph 24 of this Agreement.
4. The term “Effective Date” has the meaning ascribed to it in Paragraph 27 of this Agreement.
5. The term “Final Approval Hearing” means the final hearing at which the Court determines whether to enter the Order and Final Judgment.
6. The term “Long Form Notice” refers to the notice to be made available to the Class Members on the settlement website maintained by the Settlement Administrator, without material alteration from Exhibit G hereto, except as ordered by the Court or as determined necessary for formatting purposes by the Settlement Administrator.

7. The term "Motion for Final Approval" means the pleading to be filed by the Class Action Plaintiffs pursuant to Paragraph 25 of this Agreement seeking entry of an Order and Final Judgment pursuant to Connecticut Practice Book § 9-9(c).
8. The term "Motion for Preliminary Approval" means the pleading to be filed by the Class Action Plaintiffs pursuant to Paragraph 22 of this Agreement, which pleading shall be mutually acceptable to each of the Parties. This Agreement shall be filed with the Motion for Preliminary Approval.
9. The term "Order and Final Judgment" means an order of the Court granting final approval of the Settlement and the corresponding final judgment.
10. The term "Preliminary Approval Order" means an order issued by the Court preliminarily approving the Settlement. The Parties' proposed preliminary approval order, to be filed with the Motion for Preliminary Approval, is attached as Exhibit A hereto.
11. The term "Settlement" means the settlement provided for by this Agreement and in Plaintiffs' Motion for Preliminary Approval.
12. The term "Settlement Administrator" means Atticus Administration, LLC.
13. The term "Settlement Class" or "Settlement Class Member" means all Class Members (as defined above), other than Settlement Class Opt-Outs. The Settlement Class includes the Class Action Plaintiffs.
14. The term "Settlement Class Opt-Out" means any person falling within the definition of the Class (as set forth above) who timely and validly submits a request for exclusion from the Settlement Class in accordance with the procedures set forth in Paragraph 23(d) of this Agreement and in the Settlement Notice.
15. The term "Settlement Notice" means the notice to be provided by the Settlement Administrator to the Class pursuant to Connecticut Practice Book § 9-9(a)(2)(B) and 9-9(c)(1)(B), as detailed in Plaintiffs' Motion for Preliminary Approval. The parties' proposed Short Form Notice is attached as Exhibit F. The parties' proposed Long Form Notice is attached as Exhibit G. In addition, the Settlement Notice includes the publication notice described in Plaintiffs' Motion for Preliminary Approval.
16. The term "Short Form Notice" refers to the notice to be provided to the Class Members by mail or electronic mail, without material alteration from Exhibit F hereto, except as ordered by the Court or as determined necessary for formatting purposes by the Settlement Administrator.
17. The term "State" or "State of Connecticut" refers to the State of Connecticut as a Plaintiff in the State Action, Timothy Larson, individually and officially on behalf of the Office of Higher Education, Sean Seepersad, individually, Manisha Juthani, individually and on behalf of the Department of Public Health, and Chris Andresen, individually, all of which are represented by the State of Connecticut Office of the Attorney General.

### III. TERMS OF SETTLEMENT

18. In consideration of the terms within and as compromise for full and final resolution of all matters noted herein Defendants have coordinated a settlement payment of \$5,000,001.00 (“Common Fund”) for Settlement Class Members, which proceeds are currently held in escrow by Hassett & George, P.C.
19. The receipt of the Common Fund following the Settlement is a condition precedent of this Settlement Agreement, and the material consideration for the Mutual Releases set forth below.
20. The Class Action Plaintiffs, the State, and the Defendants have also agreed to certain programmatic and equitable relief, the terms of which are set forth fully in Exhibit C to the Motion for Preliminary Approval, in exchange for Plaintiffs’ withdrawal of the Federal Action against the State officials, and the State’s provision of releases to the current and former Defendants in the Class Action and State Action.
21. The parties further agree that any executed releases will be held in escrow by the parties’ respective attorneys and, upon final approval of the Settlement, be released to the appropriate parties.

### IV. IMPLEMENTATION OF SETTLEMENT

22. Reasonable Best Efforts to Effectuate this Settlement. Consistent with the terms of this Agreement, the Parties and their counsel agree to use their reasonable best efforts, including all steps and efforts contemplated by this Agreement and any other reasonable steps and efforts that may be necessary or appropriate, by order of the Court or otherwise, to carry out the terms of this Agreement.
23. Motion for Preliminary Approval. Following the execution of this Agreement, Class Counsel shall promptly file the Motion for Preliminary Approval, seeking entry of the Preliminary Approval Order by no later than January 10, 2025 per the Court’s Order dated January 2, 2025.
24. Notice, Claim Forms, Opt-Outs and Objections.
  - a. Class Member Notice. In the event the Court enters the Preliminary Approval Order, the Settlement Administrator shall provide each Class Member with a copy of the Settlement Notice by the procedures set forth in the Motion for Preliminary Approval. A copy of the proposed Short Form Notice is attached as Exhibit F, and a copy of the proposed Long Form Notice is attached as Exhibit G.
  - b. Submission of Claim Form Required. No claim or claim form will be required for any Class Members who received an audited transcript from the Connecticut Office of Higher Education. However, a “Claim Form” will be required for those individuals who did not receive such audited transcripts, as such individuals’ records are not readily available (the “Additional Class Members”). The Additional Class Members who submit timely Claim Forms that comply with the terms of this

Agreement shall also be entitled to payment. In order to receive the Compensation provided for herein, Additional Class Members must, within 30 days after the date of mailing of Notice, properly complete the Claim Form attached as Exhibit D hereto, executed under penalty of perjury and sworn to before a Notary Public, Commissioner of Superior Court or other authority competent to administer oaths. If an Additional Class Member fails to timely submit a Claim Form on or before the deadline set forth in this paragraph, the Additional Class Member shall not be entitled to Compensation but shall otherwise be bound by all of the terms of this Agreement, including but not limited to the Release provided for herein. The Settlement Administrator shall review all Claim Forms for compliance with this Agreement and the requirements stated on the Claim Form. If the Settlement Administrator determines that a Claim Form is deficient, it shall notify the Additional Class Member by letter, providing a 14-day period to resubmit the Claim Form and remedy any deficiencies. If the Additional Class Member fails to resubmit the Claim Form or fails to timely remedy any deficiency, the Class Member shall not be entitled to Compensation. The Settlement Administrator's determination regarding whether a Claim Form complies with this Agreement and the requirements stated on the Claim Form shall be final and binding, and shall not be subject to appeal or review by the Court or otherwise.

- c. Class Members Who Have Died or are Incapacitated. If a Class Member has died or is legally incapacitated, a representative of the estate or a person authorized to act on behalf of an incapacitated Class Member must identify themselves to the Settlement Administrator and provide evidence satisfactory to the Settlement Administrator that they are the authorized representative of the Class Member in order to receive the Compensation. The deadline to provide such evidence will be 30 days from the date that the Short Form Notice is mailed. The Settlement Administrator shall review all submissions by alleged representatives of a Settlement Class Member for compliance with this Agreement. If the Settlement Administrator determines that a submission by an alleged representative of a Settlement Class Member is deficient, it shall notify the representative by letter, providing a 14-day period to remedy any deficiencies. If the alleged representative of the Class Member fails to remedy any deficiency, the alleged representative shall not be entitled to Compensation. The Settlement Administrator's determination regarding whether a submission by an alleged representative of a Class Member complies with this Agreement shall be final and binding, and shall not be subject to appeal or review by the Court or otherwise.
- d. Opt-Outs. A Class Member may opt out of the Settlement by submitting an opt-out request as instructed in the Settlement Notice. Any such opt-out request, in order to be timely, must be made on the Opt-Out form attached as Exhibit E hereto, or in a letter mailed to the Settlement Administrator and postmarked by the deadline set forth in the Settlement Notice, which shall be 30 days after the date of mailing of Notice. Any such opt-out request must identify this Settlement or the Class Action, identify the Class Member by name and address, and clearly and unequivocally state that the Class Member wishes to be excluded from this Settlement. Opt-out requests must be exercised individually by a Class Member, not as or on behalf of a group, class, or subclass, except that such opt-out requests

may be submitted by a Class Member's legal representative. A list of Class Members submitting a timely opt-out request shall be submitted to the Court with the Motion for Final Approval. All Class Members who do not timely and properly opt out of the Class shall be bound by this Agreement, and their claims shall be released as provided for herein.

- e. Objections. Any Class Member may, as instructed in the Settlement Notice, mail an objection to the Settlement to the Clerk of Court as instructed in the Settlement Notice, or may file a motion to intervene. For an objection to be considered by the Court, the objection must:
- i. Clearly identify the case name and number (Ridenhour v. Career Training Specialists, LLC d/b/a Stone Academy et al, Dk. No. X10-UWY-CV23-6070643-S);
  - ii. Identify the objector's full name, address, email address, and telephone number;
  - iii. Provide an explanation of the basis upon which the objector claims to be a Settlement Class Member;
  - iv. Identify all grounds for the objection, accompanied by any legal support for the objection;
  - v. Include the identity of all counsel who represent the objector in relation to the objection (even if not appearing), including any former or current counsel who may seek compensation for any reason related to the objection to the Settlement, the fee application, or the application for Incentive Awards;
  - vi. Include a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;
  - vii. Include a list of any persons who will be called to testify at the Final Approval Hearing in support of the objection;
  - viii. Include all documentary evidence that will be offered at the Final Approval Hearing in support of the objection;
  - ix. Identify all counsel representing the objector who will appear at the Final Approval Hearing;
  - x. Include the objector's signature (an attorney's signature is not sufficient);
  - xi. Be submitted to the Court either by mailing them to the Clerk of the Waterbury Superior Court, by e-filing by an authorized e-filer, or by filing them in person at the Waterbury Superior Court, with a copy to Defendants' Counsel and Class Counsel; and



- xii. Be filed or postmarked on or before the deadline set forth in the Settlement Notice, which shall be 30 days after mailing of the Notice.

Any Class Member who has timely filed an objection in compliance with this paragraph may appear at the Final Approval Hearing to be scheduled by the Court, in person or by counsel, and be heard to the extent allowed by the Court, applying applicable law, in opposition to the fairness, reasonableness, and adequacy of the proposed settlement, and on the applications for awards of attorneys' fees and costs and any enhancement award. The right to object to the Settlement or to intervene in the Class Action must be exercised individually by a Class Member or his or her attorney, and not as a member of a group, class, or subclass, except that an objection or a motion to intervene may be submitted by a Class Member's legally authorized representative.

Class Members who file objections are still entitled to receive benefits under the Settlement if it is approved.

Class Members have the right to opt out of the Settlement and pursue a separate and independent remedy by submitting an opt-out request as described in this Agreement. Class Members who object to the Settlement shall remain Class Members, and have voluntarily waived their right to pursue an independent remedy. To the extent any Class Member objects to the Settlement, and such objection is overruled in whole or in part, such Class Member will be forever bound by the Order and Final Judgment. Class Members can avoid being bound by any judgment of the Court by opting out as described in this Agreement.

A Class Member is not entitled to submit both an opt-out request and an objection. If a Class Member submits both an opt-out request and an objection, the Settlement Administrator will send a letter explaining that the Class Member may not make both of these requests, and asking the Class Member to make a final decision as to whether to opt out or object and inform the Settlement Administrator of that decision within 10 days from when the letter from the Settlement Administrator is postmarked. If the Class Member does not respond to that communication by letter postmarked within 10 days after the Settlement Administrator's letter was postmarked (or by the objection deadline, whichever is later), the Class Member will be treated as having opted out of the Class, and the objection will not be considered, subject to the Court's discretion.

25. Compensation. After the Court has issued an order of Final Approval, the Defendants shall be required to transfer the Common Fund specified above from the escrow account of Hassett & George P.C. to an account established by the Settlement Administrator within five (5) days from the date of Final Approval if there is no timely appeal noticed by an objector from the order of Final Approval (or within 30 days of final resolution of any appeal from the order of Final Approval if an appeal is taken and the order of Final Approval is affirmed on appeal).
26. Motion for Final Approval. In accordance with a schedule to be established by the Court, Class Counsel shall file a Motion for Final Approval seeking entry of an Order and Final Judgment pursuant to Connecticut Practice Book § 9-9(c).
27. Entry of Final Judgment. If, after the Final Approval Hearing scheduled by the Court in the Preliminary Approval Order, the Court approves this Agreement, then Class Counsel shall request that the Court enter an Order and Final Judgment pursuant to Connecticut

Practice Book § 9-9(c)(1), with the proposed form of such order to be reviewed and approved by Defendants' Counsel. The Order and Final Judgment shall provide that the Court retain jurisdiction to enforce the terms of the Order and Final Judgment.

28. Effective Date of Settlement. The Settlement shall be effective on the first date after all of the following events have occurred: (1) entry of the Preliminary Approval Order substantially in the form submitted by the parties; (2) final approval by the Court of this Agreement, following notice to the Class and a Final Approval Hearing; (3) entry by the Court of an Order and Final Judgment, in a form not materially inconsistent with this Agreement; and (4) if any Settlement Class Member files an objection to the Settlement, the expiration of any time for appeal or review (including by writ of certiorari or otherwise) of such Order and Final Judgment, or, if any appeal is filed, after such Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review on appeal or review by writ of certiorari.

29. Attorneys' Fees, Costs and Expenses, and Incentive Awards to Class Action Plaintiffs. The Settlement Administrator shall pay from the Common Fund any attorneys' fees and litigation expenses as awarded by the Court and any Class Action Plaintiff Incentive Awards as awarded by the Court, provided that any such awards are included (along with the Compensation provided to Settlement Class Members) in the Common Fund, and in accord with the following provisions.

- a. The Class Action Plaintiffs may receive the Compensation in accordance with Paragraph 24 of this Agreement.
- b. The Class Action Plaintiffs also may each receive an incentive award in recognition of their service in bringing the Class Action on behalf of the Class (the "Incentive Award") of up to \$5,000 each, if such award is approved by the Court, to be paid from the Common Fund. Class Counsel agrees that they will file a Motion for Incentive Awards prior to the entry of a Final Approval, and Defendants agree not to object to such motion.
- c. The Court may award Class Counsel attorneys' fees and litigation expenses to be paid from the Common Fund. Class Counsel agrees that they will file a Motion for Award of Attorneys' Fees, Costs and Expenses prior to the entry of a Final Approval. Defendants agree not to object to such a motion, provided that Class Counsel does not seek fees in excess of twenty-five percent (25%) of the Common Fund, exclusive of costs and expenses. The Parties agree that any award of attorneys' fees, costs and expenses and any Incentive Awards in this action are committed to the sole discretion of the Court.

## V. INJUNCTIVE RELIEF

30. It is understood and agreed that Defendant Joseph Bierbaum shall not be employed in the field of higher education for a period of five (5) years from the Effective Date.

31. To the extent any owner or officer of Stone Academy intends to establish, purchase, own or operate any for-profit career school in Connecticut after the date of this settlement, such owner or officer shall first send written notice to the Office of the Attorney General.

## VI. RELEASES

32. It is understood that this Agreement is a compromise of a disputed claim and that the Common Fund are not to be construed as an admission of any liability by any Party or any person or entity released hereunder. In consideration of the terms set forth herein, Class Action Plaintiffs do hereby, for themselves and the Settlement Class Members, their heirs, executors, administrators, estates, trustees, subrogees, agents, attorneys and/or assigns release and forever discharge the Defendants, including Mark Scheinberg, Richard Scheinberg in his capacity as Trustee for Creative Career Trust, Career Training Specialists, LLC d/b/a Stone Academy, Joseph Bierbaum, Sound Education, LLC, Olmstead Realty, Oyster River Realty, Parker Street Properties, LLC, Creative Trust Work Force, LLC, Creative Workforce LLC, SE Iranistan LLC, Paier College of Art, Inc., and The Creative Career Trust (2021) ("Releasees") their attorneys, insurers, assignees, transferors, transferees, principals, partners, officers, directors, employees, servants, subsidiaries, parent corporations, affiliates, successors, stockholders, agents, and representatives, from any and all past, present, and future claims, demands, damages, debts, liabilities, obligations, contracts, agreements, causes of action, attorneys' fees, suits and costs of whatever nature, character, or description, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, which Class Action Plaintiffs and the Settlement Class Members did or could have asserted against Releasees arising out of or related to the Claims, State Claims and/or the facts giving rise to the dispute between the Parties, to the extent related to the Claims and State Claims, including any and all claims for Violation of Connecticut Unfair Trade Practices Act (C.G.S. § 41-110a, et seq.), breach of contract, breach of implied covenant of good faith and fair dealing and unjust enrichment, related to or arising out of Class Action Plaintiffs' and the Settlement Class Members' enrollment and/or involvement with Stone Academy, and all claims more particularly described in the Class Action and State Action, and including any claims that could have been brought within the Class Action and State Action.
33. Except as to such rights or obligations as may be created by this Agreement, or as otherwise set forth herein, the State of Connecticut releases and forever discharges to the fullest extent of the law Defendants from all civil claims, causes of action, civil or regulatory enforcement actions, damages, restitution, fines, costs and penalties that the State asserted or could have asserted against Defendants related to the claims asserted in the amended complaint in the State Action dated October 23, 2023, or arising out of or related to the Claims, State Claims and/or the facts giving rise to the dispute.
34. The State of Connecticut reserves, and this stipulation is without prejudice to, all claims, rights, and remedies against Defendants, and Defendants reserve, and this agreement is without prejudice to, all defenses with respect to all matters not expressly released in Paragraph 33, including:
- a. any claims arising under state tax laws;
  - b. any claims for the violation of securities laws;
  - c. any criminal liability;
  - d. any civil claims unrelated to the conduct alleged in the State Action; and
  - e. any claims alleging violations of state or federal antitrust laws.
35. Except as to such rights or obligations as may be created by this Agreement, or as otherwise set forth herein, the Defendants release and forever discharge to the fullest

extent of the law the State of Connecticut and its agencies, officers, directors, employees, representatives, agents, successors, and assigns, the Class Action Plaintiffs, and the Settlement Class Members from any and all manner of action or actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, or in equity that the Defendants asserted or could have asserted against the State or any entity, agent, or employee thereof, or the Class Action Plaintiffs, related to the claims asserted in or arising from the amended complaint in the State Action dated October 23, 2023 and the substituted complaint in the Class Action dated September 26, 2023 or the facts and circumstances alleged therein including, without limitation, any and all known or unknown damages which may have resulted or may result from the alleged acts or omissions of the State or the Class Action Plaintiffs.

#### VIII. MISCELLANEOUS

36. Entire Agreement. The Parties represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement by the other Party or the other Party's agents, attorneys, or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this Agreement.
37. Modification. This Agreement shall not be modified by any Party by oral representation made before or after the execution of this Agreement. All modifications to this Agreement must be in writing and signed by all Parties.
38. Execution in Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute one and the same instrument. Fax, scanned, or electronic signatures shall be deemed as effective as original signatures for all purposes.
39. Binding upon Successors and Others. This Agreement shall be binding upon the Parties and upon their members, employees, devisees, predecessors, successors, affiliates, subsidiary and parent organizations, assigns, executors, administrators, representatives, heirs, attorneys, and agents, shall inure to the benefit of the Parties, and is not subject to any court approval.
40. No Transfer of Claims. The Parties hereto expressly warrant that they have not transferred any causes of action or claims released in this Agreement.
41. Severability. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, unenforceable, or void, said declaration or determination shall not affect the remaining terms of this Agreement and the remaining terms shall be performed by the Parties. Notwithstanding the foregoing, if this paragraph is invoked and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice with immediate effect to the others.

42. Interpretation of Agreement. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any Party.
43. Forum. Any disputes between the Parties, their successors, assigns, officers or other representatives relating to this Agreement or any other future disputes shall be filed in the appropriate state or federal courts located in Connecticut.
44. Choice of Law. This Agreement is to be governed by the law of the State of Connecticut without regard to its choice of law principles.
45. Costs and Fees. Except as otherwise set forth herein, each Party agrees to bear the expense of its own attorney's fees and costs in connection with executing this Agreement and the other documents contemplated hereunder.
46. Voluntary Execution. Each Party, by and through its undersigned representative, acknowledges that he/she/it has read and considered the provisions of this Agreement; that he/she/it understands the provisions of this Agreement as well as the rights he/she/it is releasing and waiving by executing such Agreement; and that he/it has knowingly and voluntarily executed this Agreement without duress and has been represented by legal counsel throughout this Litigation and settlement. Each party warrants and represents that its respective signatories whose signatures appear below are on the date of signature authorized to execute this Agreement.

IT IS SO AGREED.

[signatures on following page]

**FOR THE CLASS ACTION  
PLAINTIFFS, THE  
SETTLEMENT CLASS, AND  
SETTLEMENT CLASS COUNSEL:**

By: /s/ Timothy C. Cowan  
David A. Slossberg  
Erica O. Nolan  
Timothy C. Cowan  
HURWITZ SAGARIN SLOSSBERG & KNUFF LLC  
135 Broad Street  
Milford, CT 06460  
Tel: 203-877-8000 / Fax: 203-878-9800  
Juris No. 026616  
[dslossberg@hssklaw.com](mailto:dslossberg@hssklaw.com)  
[enolan@hssklaw.com](mailto:enolan@hssklaw.com)  
[tcowan@hssklaw.com](mailto:tcowan@hssklaw.com)

**FOR THE STATE OF  
CONNECTICUT:**

By: /s/ Joseph E. Gasser  
Joseph E. Gasser  
Katherine H. Hagmann  
Assistant Attorneys General Office  
of the Attorney General  
165 Capitol Avenue  
Hartford, CT 06106  
[Joseph.Gasser@ct.gov](mailto:Joseph.Gasser@ct.gov)  
[Katherine.Hagmann@ct.gov](mailto:Katherine.Hagmann@ct.gov)

**DEFENDANT  
CAREER TRAINING SPECIALISTS LLC  
d/b/a STONE ACADEMY**

By: /s/ James J. Healy  
James J. Healy, Esq.  
Cowdery Murphy Dannehy & Healy LLC  
280 Trumbull Street, 22<sup>nd</sup> Floor  
Hartford, CT 06103  
[jhealy@cmdhlaw.com](mailto:jhealy@cmdhlaw.com)

Peregrine Z. Rowthorn, Esq.  
P.O. Box 370496  
West Hartford, CT 06137  
[perry@jeprow.com](mailto:perry@jeprow.com)

**JOSEPH BIERBAUM**

By: /s/ Craig A. Raabe  
Craig A. Raabe, Esq.  
Seth Klen, Esq.  
Izard Kindall & Raabe LLP  
29 South Main Street, Suite 305  
West Hartford, CT 06107  
[craabe@ikrlaw.com](mailto:craabe@ikrlaw.com)  
[sklein@ikrlaw.com](mailto:sklein@ikrlaw.com)

**RICHARD SCHEINBERG, TRUSTEE  
FOR CREATIVE CAREER TRUST**

By: /s/ Craig A. Raabe  
Craig A. Raabe, Esq.  
Seth Klen, Esq.  
Izard Kindall & Raabe LLP  
29 South Main Street, Suite 305  
West Hartford, CT 06107  
[craabe@ikrlaw.com](mailto:craabe@ikrlaw.com)  
[sklein@ikrlaw.com](mailto:sklein@ikrlaw.com)

**MARK SCHEINBERG**

By: /s/ Raymond M. Hassett  
Raymond M. Hassett, Esq.  
Hassett & George PC  
945 Hopmeadow Street  
Simsbury, CT 06070  
[rhassett@hgesq.com](mailto:rhassett@hgesq.com)

**PAIER COLLEGE OF ART, INC.**

By: /s/ Ross H. Garber  
Ross H. Garber, Esq.  
The Garber Group LLC  
1300 I Street, N.W.  
Suite 400E  
Washington, D.C. 20005  
[rgarber@thegarbergroup.com](mailto:rgarber@thegarbergroup.com)

# **EXHIBIT C**



## Term Sheet: Stone Academy Litigation Settlement

January 10, 2025

### Parties Involved:

- Class Plaintiffs: The Class of Stone Academy nursing students and recent graduates represented in the lawsuits captioned *Ridenhour, et al. v. Larson, et al.*, 3:23-cv-01672 and *Ridenhour, et al. v. Career Training Specialists, LLC d/b/a Stone Academy, et al.*, X10-UWY-CV-23-6070643-S.
- State Plaintiff: The State of Connecticut as represented in the lawsuit captioned *State of Connecticut v. Career Training Specialists, LLC d/b/a Stone Academy, et al.*, X10-UWY-CV23-6072103-S.
- State Defendants: Timothy Larson, individually and officially on behalf of the Office of Higher Education, Sean Seepersad, individually, Manisha Juthani, individually and officially on behalf of the Department of Public Health, and Chris Andresen, individually.
- Private Defendants: Career Training Specialists, LLC d/b/a Stone Academy (“Stone Academy”), Mark Scheinberg, Joseph Bierbaum, Richard Scheinberg in his capacity as Trustee for Creative Career Trust; Paier College of Art, Inc.

### Terms Agreement:

The State Plaintiffs, the Class Plaintiffs, and the Private Defendants agree to the following terms:

1. The current and former Private Defendants agree to fund a settlement of five million and one dollar (\$5,000,001) (the “Settlement Fund”) to resolve the claims in *Ridenhour, et al. v. Career Training Specialists, LLC d/b/a Stone Academy, et al.*, X10-UWY-CV-23-6070643-S and *State of Connecticut v. Career Training Specialists, LLC d/b/a Stone Academy, et al.*, X10-UWY-CV23-6072103-S.
2. Defendant Bierbaum shall not be employed in the field of higher education for a period of five (5) years from the date of settlement.
3. To the extent any owner or officer of Stone Academy intends to establish, purchase, own or operate any for-profit career school in Connecticut after the date of this settlement, such owner or officer shall first send written notice to the Office of the Attorney General.
4. As consideration, the Class Plaintiffs and the State Plaintiff agree to issue releases to the current and former Private Defendants of the claims in *Ridenhour, et al. v. Career Training Specialists, LLC d/b/a Stone Academy, et al.*, X10-UWY-CV-23-6070643-S and *State of Connecticut v. Career Training Specialists, LLC d/b/a Stone Academy, et al.*, X10-UWY-CV23-6072103-S.

The State Defendants and Class Plaintiffs agree to the following terms:

5. OHE shall identify and procure the services of an institution to offer a pre-VATI optional remediation course and VATI for students who were, at the time of Stone Academy's closure, either enrolled in VATI or waiting to take their exit exam.
  - a. OHE shall identify and procure the services of an institution to offer multiple exit exam administrations. Student Protection Account funds may be used to fund the provisions of this subparagraph 5.a. to the extent permitted by law.
  - b. Of the Settlement Fund, the State of Connecticut can use up to \$150,000 to fund the remaining provisions of this paragraph 5, namely the optional remediation course, with any unused portion of that \$150,000 reverting to the Student Protection Account.
6. Students who successfully pass their exit examination are entitled to take the NCLEX subject to Conn. Gen. Stat. § 20-96.
7. The parties agree to the appointment of an administrator to administer the Settlement Fund. The parties will use their best efforts to work together to agree to an administrator. To the extent the parties are unable to agree to an administrator, the parties will each submit up to two names to the court to decide.
8. Class Plaintiffs will create an equitable formula for distribution of the Settlement Fund, subject to approval by the court. Such distribution shall include incentive fees for the named plaintiffs.
9. The State Plaintiff waives any rights to all civil penalties, fees and costs.
10. The State will not oppose Class Plaintiffs' attorney's fees proposal, subject to approval by the court, of 25% of the Settlement Fund, plus costs to prosecute the *Ridenhour, et al. v. Career Training Specialists, LLC d/b/a Stone Academy, et al.*, X10-UWY-CV-23-6070643-S action.
11. Immediately upon the Court's approval of this settlement, Class Plaintiffs will voluntarily dismiss the Federal Action with prejudice as to all State Defendants and release the State and its agents and employees. Such releases will carve out the relief sought in Section 16 and its subdivisions of this Agreement.
12. The Office of the Attorney General shall support a reasonable legislative proposal to address certain Class members' lack of ability to complete their educations.
13. As part of the legislative effort, the Office of the Attorney General shall support an amendment to section 67 of 2023 Public Act 204 regarding the distribution of funds from

the Student Protection Account to compensate out-of-pocket tuition expenses for completed Stone Academy credits by students who do not qualify for, or were unable to take advantage of, a teach-out or relief provided herein under Section 5.

14. Provided that, in the judgment of Griffin Hospital School of Allied Health Careers (“Griffin Hospital”), sufficient student demand exists to offer additional offerings at Griffin Hospital to continue to teach out former Stone Academy students who are qualified in the judgment of Griffin Hospital, OHE shall coordinate such teach-outs and consider ways to expand the pool of eligible candidates for same.
15. The Department of Public Health shall close the outstanding investigations into Stone Academy graduates who have not completed the reNurse course and will not initiate investigations of future graduates solely on the basis of their attendance at Stone Academy between November 1, 2021 and the school’s closure.
16. Notwithstanding the dismissal of the Federal Action with prejudice, in the event that the Connecticut Legislature in the 2025 session does not provide grants, stipends, or other relief (aside from the relief referenced in paragraph 13 herein) available to former Stone Academy students who would not qualify for the relief provided for elsewhere in the settlement, the parties acknowledge that the Class reserves the right, within thirty (30) days after the end of the 2025 legislative session, to seek, through Class Counsel, a hearing with Judge Pierson to determine the State’s obligation, if any, to provide programmatic opportunities as outlined in the complaint in *Ridenhour, et al. v. Larson, et al.*, 3:23-cv-01672.
  - a. Notwithstanding the foregoing, Class Plaintiffs’ reservation of right to seek the hearing shall not be construed as:
    - i. an express or implied waiver of sovereign immunity, in any manner, or any other defenses;
    - ii. an admission that Class Plaintiffs now have or will have the right to the relief requested at the hearing.
  - b. The parties agree that in any application for such hearing, Class Plaintiffs have the burden of proving their right to the relief requested. The parties agree that the State reserves all rights and defenses, including sovereign immunity, which the Court shall consider as a threshold issue at a preliminary hearing before granting a request for a hearing to determine the State’s obligation, if any, to provide programmatic opportunities as outlined in the complaint in *Ridenhour, et al. v. Larson, et al.*, 3:23-cv-01672.
  - c. If Class Plaintiffs elect to exercise their right to seek a hearing, they shall file with the Court within thirty (30) days of the end of the 2025 Legislative Session a

Request for Pre-Hearing Management Conference. The Court shall, in its discretion, set a briefing and oral argument schedule for the preliminary hearing described in subpart (b) above, and define the parameters of a hearing on the merits, if one is warranted, including who shall testify, with the general understanding that the parties agree that said merits hearing is not intended to be a full trial on the merits and should be limited to only the evidence, argument and briefing necessary for the court to render its ruling. If the Court holds a hearing on the merits, each party shall be limited to one eight hour day of live testimony. Neither party shall issue private subpoenas, the court can decide based on information provided by the parties, who shall testify.

- d. It is agreed and understood that no party shall appeal a decision of the trial court except upon a final decision. In the event of such appeal, the parties agree to seek direct review by the Supreme Court under C.G.S. § 52-265a. If such review is denied and the appeal remains in the Appellate Court, the parties agree that the decision of the Appellate Court shall be final, with no further right of appeal by either party.
- e. The Class Plaintiffs and the State shall each bear their own attorney's fees and costs for any proceeding under this section.

# **EXHIBIT D**

## CLAIM FORM

If you received an audited transcript from the Connecticut Office of Higher Education, you do not need to, and should not, fill out and return this Claim Form.

If you were enrolled as a Practical Nurse student at Stone Academy between November 1, 2021 and February 14, 2023, and as a result of Stone Academy's closure were unable to graduate, and you did not receive an audited transcript from the Connecticut Office of Higher Education, please submit this Claim Form and include a copy of your transcript or explain why you were unable to receive a copy of your transcript in the appropriate section below. If you are submitting this Claim Form on behalf of someone else because the person is deceased or incapacitated, please fill in relevant sections and provide a copy of the relevant document evidencing your legal authority to act on behalf of the individual listed.

This Claim Form must be signed in front a Notary Public, Commissioner of the Superior Court or other competent authority to administer oaths. You may be able to find a Notary Public at your bank, city or town office building, or by contacting Class Counsel at 203-877-8000. By signing this Claim Form you are doing so under penalty of perjury and you subject yourself to the jurisdiction of the Connecticut Superior Court, the Complex Litigation Docket of Waterbury, relating to any misrepresentations made herein.

### AFFIDAVIT IN SUPPORT OF CLAIM FORM

I, the undersigned, of lawful age and sound mind, being duly sworn, hereby swear, affirm and attest, under oath and penalty of perjury, as follows:

1. My legal name is \_\_\_\_\_;
2. My mailing address is \_\_\_\_\_;
3. [If you are submitting this Claim Form on behalf of someone other than yourself, please complete this Section. If you are submitting this Claim Form on your own behalf, please skip to No. 4]

I am submitting this Claim Form on behalf of \_\_\_\_\_  
[insert name of individual or estate on whose behalf this Claim Form is being submitted],  
and I am legally authorized to act on behalf of the aforementioned individual or their estate. Attached is a copy of a legal document evidencing my legal authority to act on behalf of the aforementioned individual or their estate [attach copy of such document to this Claim Form];

4. I [or the aforementioned individual] enrolled in a day or night Practical Nursing program offered by Stone Academy between November 1, 2021 and February 14, 2023;
5. I [or the aforementioned individual] was unable to graduate as a result of Stone Academy's closure;

6. I [or the aforementioned individual] never received an audited transcript from the Connecticut Office of Higher Education;
7. Attached is a copy of my Stone Academy transcript the evidences my [their] enrollment and credits completed at Stone Academy [if attaching a Stone Academy Transcript, skip No. 8]. I agree and consent to the Settlement Administrator for this class action settlement receiving, reviewing and retaining a copy of this transcript for the purpose of administering this class action settlement;
8. [If you were unable to retrieve the aforementioned transcript, please complete this Section]

I was unable to obtain a copy of my Stone Academy transcript but I made reasonable efforts to obtain the results:

[Provide brief explanation of efforts made to obtain transcript and reason why you were not able to obtain a copy of the transcript]: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Under penalty of perjury, I hereby declare and affirm that the above-mentioned information is, to the best of my knowledge and ability, true and accurate.

Affiant's Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who makes this statement and Affidavit upon oath and affirmation of belief and personal knowledge that the foregoing matters, facts and things set forth are true and correct to the best of his/her knowledge:

SWORN to and subscribed before me, this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 NOTARY PUBLIC /  
 COMMISSIONER OF THE  
 SUPERIOR COURT

My Commission Expires: \_\_\_\_\_

# **EXHIBIT E**



Ridenhour, et al. v. Career Training Specialists, LLC d/b/a Stone Academy, et al.  
Docket No. (X10) UWY-CV-23-6070643-S  
Class Action

**IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT,  
DO NOT SUBMIT THIS FORM.**

**THIS FORM SHOULD ONLY BE COMPLETED BY THOSE INDIVIDUALS WHO DO  
NOT WANT TO PARTICIPATE IN THE SETTLEMENT**

**OPT-OUT ELECTION FORM**

Fill out and return the form below only if you wish to  
exclude yourself from the settlement in the Stone Academy Class Action  
*Your form must be postmarked by no later than [DATE]*

I, \_\_\_\_\_, wish to exclude myself from the settlement in the  
Stone Academy Class Action.

I understand that, if I exclude myself from the settlement, I will not be entitled to any  
payment from the proposed Settlement, and will retain the rights I may have (if any) to bring my  
own lawsuit against the defendants. I also understand that, if I intend to bring my own claims, I  
will be subject to any legal defenses that the defendants may assert.

My information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

**Mail this form – postmarked no later than [DATE] – to:**

**Stone Academy Class Action Opt-Out  
c/o Atticus Administration, LLC  
1295 Northland Drive Suite 160  
St. Paul, MN 55120**

# **EXHIBIT F**

## LEGAL NOTICE

**If you were a practical nursing student at Stone Academy during the period between November 1, 2021 and February 14, 2023, and were unable to graduate due to Stone Academy's closure,**

### **YOU COULD GET A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT.**

The Connecticut Superior Court, Complex Litigation Docket, Judicial District of Waterbury (the "Court") has given preliminary approval for settlement of a class action lawsuit against Stone Academy (the "Defendants"). The lawsuit is known as *Ridenhour, et al. v. Career Training Specialists, LLC d/b/a Stone Academy, et al.* Docket No. (X10) UWY-CV-23-6070643-S (the "Lawsuit"). The Proposed Settlement, if finally approved by the Court, will provide for payments to Settlement Class Members, as discussed below. This notice summarizes your rights and options in connection with the Proposed Settlement. A document with additional information is available at [URL TO BE INSERTED] or upon request by calling [TELEPHONE NUMBER TO BE INSERTED].

#### **Are you a Settlement Class Member?**

You are a Settlement Class Member if (1) you were enrolled in any of the practical nursing day or night programs offered by Stone Academy between November 1, 2021 and February 14, 2023; and (2) you were unable to graduate as a result of Stone Academy's closure.

#### **What is the Case About?**

The Lawsuit claims that between November 1, 2021 and February 14, 2023, Stone Academy violated the Connecticut Unfair Trade Practices Act ("CUTPA"), breached contractual or quasi-contractual agreements, breached the covenant of good faith and fair dealing, and were unjustly enriched when the school and its owners failed to adequately educate its students and shuttered its doors without advanced notice to students.

The Lawsuit seeks money damages relating to the delay this closure and has had on students' careers and earning potentials. Stone Academy denies the allegations and maintains did not breach any duty or cause any injury to the Class Members. The Parties have agreed to a settlement, subject to approval of the Court, to avoid further litigation.

#### **What are the Terms of the Settlement?**

Under the terms of the Proposed Settlement, the Defendants will pay a total settlement amount of \$5,000,001.00 (Five Million and One Dollars). After reductions for attorneys' fees and expenses associated with pursuing this matter (the sum of which will be determined by the Court), as well as any Class Representative Service Awards (also determined by the Court), the remaining amount will be distributed in equitable shares to all Settlement Class Members who qualify for payment. Pursuant to the Proposed Settlement, all Settlement Class Members will receive a monetary payment without offering additional proof (with the exception of the Claim Form noted below, where applicable) and without additional fact-finding proceedings.

### **Who Represents You?**

The Court has appointed the law firm of Hurwitz, Sagarin, Slossberg & Knuff, LLC, as “Class Counsel.” You do not have to pay any fees or expenses to Class Counsel. As part of the Proposed Settlement, attorneys’ fees and expenses will be approved by the Court and paid from the total settlement amount noted above. You do not have to pay any attorneys’ fees or expenses out of your pocket. You may hire your own attorney, if you wish; however, you will be responsible for that attorney’s fees and expenses.

### **What Further Proceedings Are Scheduled?**

The Court has not yet decided whether to give Final Approval of the Proposed Settlement. The Court will hold a Fairness Hearing at [TIME] and [DATE] at the Connecticut Superior Court, Judicial District of Waterbury, 400 Grand Street, Waterbury, Connecticut. At this hearing, the Court will consider: (1) whether the Proposed Settlement is fair, reasonable and adequate, and if it should be approved; (2) the amount of attorneys’ fees and expenses to award Class Counsel; and, (3) any awards to the Class Representatives for their services. The Court will also consider any objections to the Proposed Settlement.

Settlement Class Members who have followed certain procedures, as outlined in the Proposed Order attached as Exhibit A to the Motion for Preliminary Approval of the Settlement, may appear and be heard by the Court at the Fairness Hearing. After the hearing, the Court will decide whether to approve the Proposed Settlement.

### **What Are Your Legal Rights?**

If the Proposed Settlement is approved, you are a Settlement Class Member as defined in this Notice, and IF you received an audited transcript from the Connecticut Office of Higher Education, you do not need to do anything in order to receive the benefits set forth above. **If you fall into this category and do not need to submit a Claim Form, there will be no Claim Form attached to this notice.**

**If, however, you did NOT receive an audited transcript from the Connecticut Office of Higher Education, but fall within the Class definition above, you MUST submit the attached Claim Form. Your Claim Form MUST be postmarked on or before [DATE].**

Additional information regarding the Claim Form is available at [URL TO BE PROVIDED], by calling [NUMBER TO BE PROVIDED], or by reviewing the “Long-Form Notice” at [URL TO BE PROVIDED], which contains additional information about the Lawsuit and the Settlement.

If you are receiving this Notice on behalf of a deceased or incapacitated individual, you must provide the Settlement Administrator with documentation evidencing your legal authority to act on behalf of that individual or estate, no later than [DEADLINE]. Additional information is available at [URL TO BE PROVIDED] or by calling [NUMBER TO BE PROVIDED].

**Release:** If the Proposed Settlement is approved, all Settlement Class Members will release all claims related to this Action. No Settlement Class Member will be able to sue any of the

Defendants for the released claims. More detailed language regarding the release is available at [URL TO BE PROVIDED].

**Your Right to Object:** If you are a member of the Settlement Class, you may object to any aspect of the Proposed Settlement, including (1) final certification of the Settlement Class; (2) the fairness, reasonableness, or adequacy of the Proposed Settlement; (3) the adequacy of the representation by the Class Representatives or by Class Counsel; or (4) the requested awards of attorneys' fees and costs and/or the requested service awards of \$5,000 each for the Class Representatives.

Information regarding the amounts requested for attorneys' fees and costs will be available at [URL TO BE PROVIDED] by [date]. If you object, your objection must be in writing, sent to the Clerk of the Complex Litigation Docket, Judicial District of Waterbury, 400 Grand Street, Waterbury, CT 06702, as well as the Settlement Administrator, Atticus Administration, LLC, 1295 Northland Drive, Suite 160, St. Paul, MN 55120, and MUST be postmarked no later than postmarked 30 days from Mail Notice, or on or before **February 19, 2025**. If you object and the Court approves the Settlement, you will be bound by the Court's decision and the release described above, and will retain the right to receive a payment under the terms of the Settlement.

**Your Right to Opt-Out:** If you do not want to be bound by the Settlement in this case and do not want a payment from the Proposed Settlement, but instead want to keep any right you may have to sue the Defendants about the legal issues in this case, then you must exclude yourself from the Class. To exclude yourself from the Class, you must submit an Opt-Out Election Form to the address indicated on the form. Be sure to include your name, address, telephone number and your signature. Your Opt-Out Election Form must be postmarked on or before [DATE]. The Opt-Out Election Form is available at [URL TO BE PROVIDED]. You can also call and request an Opt-Out Election Form by calling [NUMBER TO BE PROVIDED]. You cannot exclude yourself by telephone or by email. If you ask to be excluded, you will not get any recovery from the Proposed Settlement. You will not be legally bound by anything that happens in the lawsuit, and you may be able to sue the Defendants in the future about the legal issues in this case, but you will be subject to any legal defenses that the Defendants may assert. If you opt out of the Settlement, you may not file an objection to the Settlement.

#### **HOW CAN YOU GET MORE INFORMATION?**

If you have questions or want a full, detailed notice or other documents about this lawsuit and your rights, you can visit [URL TO BE PROVIDED] or call toll-free [NUMBER TO BE PROVIDED]. You may also contact Class Counsel at [phone number]. You can also download copies of the Proposed Settlement and other documents related to the Proposed Settlement on the Connecticut Judicial Branch website (www.jud.ct.gov) by searching for the docket for this Lawsuit. Please do not contact the Court or Stone Academy or its attorneys regarding this notice.

# **EXHIBIT G**

**SUPERIOR COURT OF THE STATE OF CONNECTICUT**  
**COMPLEX LITIGATION DOCKET – JUDICIAL DISTRICT OF WATERBURY**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

If you were a student at Stone Academy during the period between November 1, 2021 and February 14, 2023, enrolled in the Practical Nurse program and were unable to complete your education because of Stone Academy's closure

**YOU MAY BE ELIGIBLE TO RECEIVE A PAYMENT FROM A PROPOSED CLASS ACTION SETTLEMENT**

The Connecticut Superior Court authorized this notice.  
**This is not a solicitation from a lawyer. You are not being sued.**

A Class Action Lawsuit (the "Lawsuit") that may affect your rights has been pending in Connecticut Superior Court, Complex Litigation Docket, Judicial District of Waterbury. The Lawsuit claims that between November 1, 2021 and February 14, 2023, Stone Academy violated the Connecticut Unfair Trade Practices Act ("CUTPA"), breached contractual or quasi-contractual agreements, breached the covenant of good faith and fair dealing, and were unjustly enriched when the school and its owners failed to adequately educate its students and shuttered its doors without advanced notice to students. Stone Academy denies the allegations and maintains that it had appropriate policies and procedures in effect and did not breach any duty or cause any injury to the Class Members.

The Connecticut Superior Court has allowed the Lawsuit to proceed as a class action on behalf of all Stone Academy students (1) enrolled in a day or night Practical Nursing program offered by Stone Academy; (2) between November 1, 2021 and February 14, 2023; and (3) who were unable to graduate as a result of Stone Academy's closure.

**This Notice is to inform you that the Connecticut Superior Court (the "Court") has preliminarily approved a proposed settlement of the Lawsuit (the "Proposed Settlement") which provides payments to eligible individuals.**

You are receiving this Notice because records indicate that you may be eligible to participate in the Proposed Settlement and may be entitled to financial compensation under the terms of the Settlement.

This Proposed Settlement, if approved, will affect you if you are a Class Member. If the Proposed Settlement is approved and you do not exclude yourself from this class action, you will receive a sum of money if you qualify as explained herein. If you were a practical nursing student at Stone Academy between November 1, 2021 and February 14, 2023, you were unable to graduate as a result of the school's closure, and after the school closed you received an audited transcript from the Connecticut Office of Higher Education, you do not have to do anything to receive such benefits. If, however, you were a practical nursing student at Stone Academy between November 1, 2021 and February 14, 2023, you were unable to graduate as a result of the school's closure, and after the school closed you did not receive an audited transcript from the Connecticut Office of Higher Education, you must fill out a Claim Form to receive such benefits.

YOUR RIGHTS AND OPTIONS – AND THE DEADLINES TO EXERCISE THEM – ARE EXPLAINED IN THIS NOTICE. PLEASE READ THIS NOTICE CAREFULLY. IF YOU WOULD LIKE ADDITIONAL INFORMATION, YOU MAY CONTACT JND LEGAL ADMINISTRATION AS NOTED BELOW

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS PROPOSED SETTLEMENT**

You May:	Result	Deadline
Do Nothing	<p>If you received an audited transcript from the Connecticut Office of Higher Education as a result of Stone Academy's closure, no action is necessary and you will receive a payment under the Proposed Settlement.</p> <p>If you believe you fit within the class definition but you did not receive an audited transcript from the Connecticut Office of Higher Education, and you do nothing, you will not receive any monetary compensation and will be bound by the terms of the Settlement (unless you opt-out as explained below). To receive monetary compensation, <b>YOU MUST TAKE ACTION AND SUBMIT A CLAIM FORM</b>, as explained below.</p> <p>If you were able to graduate from Stone Academy prior to its closure, you are not eligible for payment.</p>	Not Applicable



<b>Submit a Claim Form</b>	If you submit a timely and properly completed Claim Form, you are eligible to receive a payment under the Proposed Settlement	<b>Postmarked on or before [Date-30 days from Settlement Notice]</b>
<b>Object to the Settlement</b>	Write to the Court about what you do not like about the Proposed Settlement (see instructions below). You must be in the Settlement Class to object.	<b>Postmarked on or before [DATE – 30 days from Settlement Notice]</b>
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the Proposed Settlement. You must be in the Settlement Class to appear in Court. If you object to the Settlement, you must timely file your objection (per the instructions below) before appearing in Court.	<b>Postmarked on or before [DATE – 30 days from Settlement Notice]</b>
<b>Opt-Out</b>	Elect not to participate in the Proposed Settlement. Complete an Opt-Out Form to opt-out and preserve whatever rights you may have to pursue individual claims against Defendants.	<b>Postmarked on or before [DATE – 30 days from Settlement Notice]</b>

\*If you are receiving this Notice on behalf of an individual who is deceased or incapacitated, you may have to submit documentation that you are legally authorized to act on behalf of the estate or that individual.

**ADDITIONAL INFORMATION ENCLOSED**  
**CASE INFORMATION**

This matter is pending in the Connecticut Superior Court, on the Complex Litigation Docket, Judicial District of Waterbury. The case caption is Ridenhour, et al. v. Career Training Specialists, LLC d/b/a Stone Academy, et al.; Docket No. (X10) UWY-CV-23-6070643-S. Public judicial filings are available electronically on the State of Connecticut Judicial Branch website:

[www.jud.ct.gov](http://www.jud.ct.gov)

## ❖ WHY DID I GET THIS NOTICE?

You received this notice because Stone Academy's records show that you were a Practical Nurse (PN) student there between November 1, 2021 and February 14, 2023, and that, as a result of Stone Academy's closure, you were unable to graduate. This notice explains that the Court has preliminarily approved a proposed Settlement that may affect you. You have legal rights and options that you may decide to exercise before the Court finally approves the Settlement.

## ❖ WHAT IS THIS LAWSUIT ABOUT?

This Lawsuit is about whether Career Training Specialists, LLC d/b/a Stone Academy and its owners, between November 1, 2021 and February 14, 2023 violated the Connecticut Unfair Trade Practices Act ("CUTPA"), breached contractual or quasi-contractual agreements, breached the covenant of good faith and fair dealing, and were unjustly enriched when the school and its owners failed to adequately educate its students and shuttered its doors without advanced notice to students. Stone Academy and its owners deny these claims. As part of the proposed Settlement, Stone Academy and its owners continue to deny the allegations set forth in the Lawsuit but have agreed to the proposed Settlement to resolve the Lawsuit.

Class Plaintiffs' Substitute Complaint, and Defendants' Answers and Special Defenses are available on the Connecticut Judicial Branch website ([www.jud.ct.gov](http://www.jud.ct.gov)) or from the Clerk of the Court.

## ❖ WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, one or more people called "Class Representatives" (in this case, Terencia Ridenhour, Danidsha Ayala, Carolina Carrion, Shakima N. Glover, Diane Lukowski, Amy Otis, Kristie Ricker, and Wendy Serrano) sue on behalf of themselves and other people who allegedly have similar claims. The people together are called a "Class" or "Class Members." The Class Representatives who sued are called the Plaintiffs. The people or entities that the Class Representatives sued (in this case, Career Training Specialists, LLC d/b/a Stone Academy, Joseph Bierbaum, and Richard Scheinberg in his capacity as Trustee for Creative Career Trust) are called the Defendants. In a class action lawsuit, one court resolves the issues for everyone in the Class.

## ❖ WHY IS THIS LAWSUIT A CLASS ACTION?

The Court has decided that this lawsuit can proceed as a class action pursuant to Connecticut law. In particular, the Court concluded that this case meets certain legal requirements governing class actions in Connecticut courts. By certifying this matter to proceed as a Class Action, the Court

defined who is in the class and also the factual and legal issues that will be decided on a class wide basis.

The Court has defined the Class as follows:

All students who attended Stone Academy between November 1, 2021 and February 14, 2023; who were enrolled in any of Stone Academy's day or night offerings of their Practical Nurse (PN) program; and who, as a result of Stone Academy's closure, was unable to complete their education.

The Court's entire Memorandum of Decision on the Plaintiffs' Motion for Class Certification, dated January 2, 2025, is available for review on the publicly accessible docket on the Connecticut Judicial Branch website: [www.jud.ct.gov](http://www.jud.ct.gov), or from the Clerk of the Court.

If you are uncertain whether you are a Class Member or if you have any questions regarding any of the legal or factual issues discussed in the Court's Memorandum of Decision or this Notice, please contact Class Settlement Administrator by calling the toll-free number: [TO BE PROVIDED] or by visiting the Settlement Class Website [URL TO BE PROVIDED]. You may also contact Class Counsel at (203) 877-8000.

#### ❖ HAS THE COURT DECIDED WHO IS RIGHT?

The Court has not decided who is right. By establishing the Class the Court did not decide that the Plaintiffs or Defendants will win or lose this case. The Plaintiffs and Defendants each have claims and defenses that they must prove if this matter proceeds to trial. The Parties have negotiated the Proposed Settlement to avoid the uncertainty of trial. As part of the proposed Settlement, Defendants continue to deny liability.

#### ❖ WHY IS THERE A PROPOSED SETTLEMENT?

After extensive litigation and negotiations, both sides agreed to settle the Lawsuit in order to avoid the risk, delay and expense of continuing the litigation. This way, if the Proposed Settlement is finally approved by the Court, Settlement Class Members will be eligible to receive compensation without a trial or additional factfinding proceedings.

The Class Representatives, on their own behalf and on behalf of all Settlement Class Members, have entered into a Proposed Settlement with Defendants, Career Training Specialists, LLC d/b/a Stone Academy, Joseph Bierbaum, and Richard Scheinberg in his capacity as Trustee for Creative Career

Trust. The Court has preliminarily approved this Proposed Settlement. The Class Representatives and Class Counsel think the Proposed Settlement is best for all Settlement Class Members. This Notice summarizes the terms of the Proposed Settlement, your rights and obligations under the Proposed Settlement, and the process by which the Court will determine whether or not to finally approve the Proposed Settlement.

❖ WHAT DOES IT MEAN TO BE A SETTLEMENT CLASS MEMBER?

If you are a Class Member and do not opt-out of the Class, the decision made by the Court in this Lawsuit will apply to you. If the Court approves the Proposed Settlement, you cannot sue any of the Defendants on your own for the claims in this Lawsuit and/or the Released Claims (defined below). It also means that you will be eligible for a monetary payment pursuant to the Proposed Settlement (if you submit a Claim Form if necessary as described herein).

❖ CAN I FILE MY OWN LAWSUIT OR DEMAND?

No, unless you exclude yourself from this Lawsuit (discussed further below).

❖ AM I PART OF THE CLASS?

IMPORTANT:

*The Court's definition of the Class controls whether or not you are a Settlement Class Member. You are a Settlement Class Member and eligible for a Settlement Payment if you fall into the definition set forth below.*

The Class is defined as follows:

All students who attended Stone Academy between November 1, 2021 and February 14, 2023; who were enrolled in any of Stone Academy's day or night offerings of their Practical Nurse (PN) program; and who, as a result of Stone Academy's closure, was unable to complete their education.

**If you fall within this definition, you are a Class Member.**

If you received an audited transcript from the Connecticut Office of Higher Education, you are a member of the Settlement Class and you do not have to take any further action unless you want to object to or opt-out of the Proposed Settlement.

If you did not receive an audited transcript from the Connecticut Office of Higher Education, but you attended either a day or night practical nursing program at Stone Academy between November 1, 2021 and February 14, 2023, and as a result of Stone Academy's closure, you were unable to graduate, you are a member of the Settlement Class but you must take action by submitting the attached Claim Form within 90 days of this Notice (see section below regarding Claim Form).

If you were a student at Stone Academy during the relevant time period, but you were able to graduate before its closure, you are not eligible to receive compensation under the terms of the Proposed Settlement.

**If you are uncertain whether you are a member of the Class, please contact Atticus Administration, LLC and/or Class Counsel listed below, or your own attorney.**

If you wish, you may enter an appearance in this case yourself or through counsel if you desire.

#### ❖ WHAT DOES THE PROPOSED SETTLEMENT PROVIDE?

Pursuant to the Proposed Settlement, Defendants will pay a Total Settlement Amount of \$5,000,001.00 (Five Million and One Dollars) to be divided equitably amongst the Settlement Class Members after reductions for attorney's fees, costs associated with pursuing this matter, costs associated with administering the settlement, and any Class Representative Service Awards ordered by the Court. The exact amount of money each Settlement Class Member will receive will be finally determined by the Court upon Motion for Final Approval of Settlement, after the Court determines exactly how many individuals comprise the Settlement Class and after the Court issues applicable orders as to the amount of attorney's fees, costs and Class Representative Service Awards.

#### ❖ DO I NEED TO DO ANYTHING TO RECEIVE PAYMENT?

If you received a postcard notifying you of the proposed settlement, you do not need to do anything to receive payment. If you do not opt out of the Proposed Settlement and the Proposed Settlement is approved by the Court, you will receive a monetary payment.

If you did not receive a postcard notifying you of the proposed settlement, and did not receive an audited transcript from the Connecticut Office of Higher Education, but you believe you fit within the class definition, you must fill out and return a "Claim Form", attached to the Summary Notice you received by mail (or you can download a Claim form at [URL]). The Claim Form must be filled out and signed, under oath, and witnessed by a Notary Public, Commissioner of the Superior Court or other competent legal authority. You must also include a copy of your Stone Academy transcript

as evidence that you attended the school during the relevant time period. If you are unable to retrieve a copy of your transcript, you must provide an explanation as to your efforts to obtain the transcript or some other evidence that you attended Stone Academy and the reason why you were unable to retrieve any such evidence.

Any Claim Forms must be postmarked on or before [DATE] and returned to Atticus Administration, LLC , as the following address:

Stone Academy Class Action Settlement  
Atticus Administration, LLC  
1295 Northland Drive, Suite 160  
St. Paul, MN 55120

If you received this notice on behalf of someone who is now deceased or otherwise incapacitated, you may be eligible to participate as a Settlement Class Member on behalf of the individual but you must provide legal proof of your legal authority to act either on behalf of the individual or a decedent's Estate. That proof must be submitted to Atticus Administration, LLC at the address above, no later than [DEADLINE].

If you entered into a separate agreement with Stone Academy releasing your claims, you are not entitled to payment. If the Settlement Administrator is unable to locate a Class Member after a reasonable search, or if a Class Member is deceased or incapacitated and a representative of the estate or a representative legally authorized to act on behalf of an incapacitated Class Member does not identify themselves to the Settlement Administrator within 30 days of notice being sent, payment will not be issued to that Class Member.

If you have any questions about whether you have to do anything, you can visit the settlement website [URL TO BE PROVIDED] or call the Settlement Administrator at [NUMBER TO BE PROVIDED] or contact Class Counsel at (203) 877-8000.

#### ❖ WHEN WILL I GET MY PAYMENT?

Payment is conditioned on several matters, including the Court's final approval of the Proposed Settlement and such approval being final and no longer subject to any appeals to any court. Please be patient. If there is an appeal of the final approval, that could take years. The Proposed Settlement may be terminated on several grounds, including if the Court does not approve the Settlement or it requires changes to the Settlement in material ways to which the parties do not

agree. If the Proposed Settlement is terminated, the Lawsuit will proceed as if the Proposed Settlement had not been reached.

#### ❖ WHAT AM I GIVING UP IF THE SETTLEMENT IS APPROVED AND I DO NOT EXCLUDE MYSELF FROM THIS LAWSUIT?

If the Proposed Settlement is approved, all Class Members will give up (release) any claims they may have against the Defendants and all of their affiliated entities, officers and employees arising out of or relating in any way to the closure of Stone Academy or your educational experiences between November 1, 2021 and February 14, 2023. This means you are releasing the Defendants, and you will be bound by that release. You cannot sue any of the Defendants for the released claims. ***If you are a Settlement Class Member you will be bound by the Proposed Settlement, including the Release and dismissal with prejudice.***

This also means that your heirs, beneficiaries, agents or anyone who legally represents you, now or in the future, also give up their claims that are released as part of this Settlement. They cannot sue any of the Defendants for the released claims.

If you participate in the Proposed Settlement and it is approved, you will be eligible for a monetary payment but will give up the right to start your own lawsuit. **If you want to pursue your own claim outside of this Settlement, you must exclude yourself from the Class as discussed below.**

#### ❖ HOW DO I OBJECT TO THE PROPOSED SETTLEMENT?

If you are a Settlement Class Member (as defined above), you may object to any aspect of the Proposed Settlement, including: final certification of the Settlement Class; the fairness, reasonableness, or adequacy of the Proposed Settlement; the adequacy of the representation by the Class Representatives or by Class Counsel; the attorney's fees and costs requested by Class Counsel; and the service awards requested for the Class Representatives.

Your objection must be in writing and must include:

1. The name of the case: "Ridenhour, et al. v. Career Training Specialists, LLC d/b/a Stone Academy, et al."
2. Your full name;
3. Your address and telephone number;
4. A statement of your objection, as well as the specific reasons for each objection, including any legal authority you wish to bring to the Court's attention;

5. A statement indicating if you intend to appear at the Fairness Hearing;
6. A list of witnesses whom you may call by live testimony; and.
7. Copies of any documents or papers that you plan to submit.

If you are represented by a lawyer in connection with your objection, that lawyer must file an appearance with the Court.

Your objection must be sent by First-Class Mail, postage prepaid, and be postmarked no later than [DATE]. You must file your objection with the Court at the following address:

Waterbury Superior Court  
Clerk for Complex Litigation Docket  
400 Grand Street Waterbury, CT 06702

You must also mail a copy of your objection to:

Atticus Administration, LLC  
1295 Northland Drive, Suite 160  
St. Paul, MN 55120

***If you do not follow these procedures and submit your objection by the deadline, the Court may not hear your objection.***

#### ❖ WHY WOULD I ASK TO BE EXCLUDED?

If you do not want to be bound by any judgment, whether favorable or unfavorable, that may be made in this case, do not want a payment from the Proposed Settlement, and you instead want to keep the right to sue the Defendants about the legal issues in this case, then you must take steps to exclude yourself from the class. This is sometimes referred to as “opting out” of the Class.

If you start your own lawsuit against the Defendants after you exclude yourself, you may want to hire your own lawyer for that lawsuit, and you’ll have to prove your claims. If you do exclude yourself so you can start your own lawsuit against the Defendants, you should talk to a lawyer soon, because your claims may be subject to a statute of limitations.



❖ HOW DO I GET OUT OF THE CLASS?

To exclude yourself from the Class, you must submit the attached Opt-Out Election Form to the address indicated on the form. Be sure to include your name, address, telephone number and your signature. Your Opt-Out Election Form must be postmarked on or before [DATE].

The Court will honor all timely submitted Opt-Out Election Forms.

You cannot exclude yourself by telephone or by email.

If you ask to be excluded, you will not receive any recovery from the Proposed Settlement. You will not have a right to object to the Proposed Settlement. You will not be legally bound by anything that happens in this Lawsuit, and you may be able to sue the Defendants in the future about the legal issues in this case, but you will be subject to any legal defenses that the Defendants may assert.

❖ IF I DON'T EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?

No, unless you exclude yourself from this Lawsuit, you give up any right to sue the Defendants for the claims presented in this Lawsuit. Remember, the Opt-Out deadline is [DATE].

❖ DO I HAVE LAWYERS IN THIS LAWSUIT?

Yes. The Court has appointed the following lawyers as "Class Counsel" to represent you and the other Settlement Class Members:

David A. Slossberg  
Erica O. Nolan  
Timothy C. Cowan  
HURWITZ, SAGARIN, SLOSSBERG & KNUFF, LLC  
135 Broad St  
Milford, CT 06460  
(203) 877-8000  
[www.hssklaw.com](http://www.hssklaw.com)

❖ HOW WILL THE LAWYERS BE PAID?

At the Fairness Hearing (discussed below), the Court will decide if it should approve the Proposed Settlement. It will also decide whether or not to approve Class Counsel's attorneys' fees and

expenses. Under the Proposed Settlement, Class Counsel's attorneys' fees and expenses will be paid out of the total \$5,000,001.00 being paid by the Defendants to resolve this matter. By no later than [DATE], Class Counsel will file a Motion for Award of Attorney's Fees and Expenses which will contain a detailed breakdown of the work of counsel and expenses paid by Class Counsel's Firm. The Court will then determine the appropriate attorneys' fees and expenses to award to Class Counsel. Class Counsel's Motion for Attorney's Fees and Expenses will be available at [URL] and on the Judicial Branch website at [www.jud.ct.gov](http://www.jud.ct.gov) for review by all Settlement Class Members. No Settlement Class Member will be responsible for paying any of Class Counsel's Attorneys' fees or expenses.

Class Counsel will also ask the Court to approve payments of no more than \$5,000.00 to each of the Class Representatives for their services as Class Representatives throughout the pendency of this litigation, to be paid from the total settlement amount. Class Counsel's request for such payments will also be filed no later than [DATE], and contain a detailed breakdown of the Class Representatives' participation in this matter. This motion will be available at [URL] and on the Judicial Branch website at [www.jud.ct.gov](http://www.jud.ct.gov) for review by all Settlement Class Members.

The fees and payments will pay Class Counsel and the Class Representatives for investigating the facts and litigating the Lawsuit, negotiating the Proposed Settlement, and monitoring Class Members' rights during approval and administration of the Proposed Settlement. Defendants have agreed not to oppose these payments.

#### ❖ CAN AND SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense and he or she may appear in the case on your behalf. You will have to pay for that lawyer. You can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you. You may exercise this option only if you do not exclude yourself from the Class.

#### ❖ WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT?

The Court will hold a Fairness Hearing at [TIME] on [DATE] at the Waterbury Superior Court, 400 Grand Street, Waterbury, Connecticut. At this hearing, the Court will consider: (1) whether the Proposed Settlement is fair, reasonable, and adequate and if it should be approved; (2) the proposed payments to Class Members; (3) Class Counsel's application for an award of attorneys' fees and

expenses; and (4) any requested awards to the Class Representatives for their services. If there are objections, the Court will also consider them.

Persons who have followed the procedures described herein may appear and be heard by the Court. After the hearing, the Court will decide whether to approve the Proposed Settlement. It is not known how long these decisions will take.

❖ DO I HAVE TO COME TO THE HEARING? HOW DO I APPEAR IN THE LAWSUIT?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send a timely and proper objection, the Court will consider it whether or not you attend the hearing. You may also pay your own lawyer to attend, but it is not required.

❖ MAY I SPEAK AT THE HEARING? HOW DO I APPEAR IN THE LAWSUIT?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must notify the Court and Parties in writing. This is called a Notice of Intent to Appear. Your Notice of Intent to Appear must contain: (1) The name of the case; (2) the words "Notice of Intent to Appear"; (3) Your full name, address, telephone number, and signature; and, (4) if an attorney will appear on your behalf, the attorney's name, address, telephone number, and a juris number. If an attorney will be representing you at the Fairness Hearing, that attorney also must file an appearance form with the Court.

Your Notice of Intent to Appear must be sent by First-Class Mail, postage prepaid, and be postmarked no later than [DATE]. You must file your Notice of Intent to Appear by sending it the following addresses:

Waterbury Superior Court  
Clerk for Complex Litigation Docket  
400 Grand Street  
Waterbury, CT 06702

AND

Atticus Administration, LLC  
1295 Northland Drive, Suite 160  
St. Paul, MN 55120

❖ ARE MORE DETAILS AVAILABLE?

Yes, you can obtain additional information by contacting the Class Administrator by either visiting the Settlement website [URL TO BE PROVIDED] or calling [NUMBER TO BE PROVIDED] or contacting Class Counsel (see above).

Please **do not** contact the Court or Stone Academy or its attorneys.

DRAFT