

DOCKET NO. X10-UWY-CV-23-6070643-S : **SUPERIOR COURT**
: **RIDENHOUR, TEREENCIA, ET AL.** : **COMPLEX LIT. DOCKET**
: **V.** : **AT WATERBURY**
: **CAREER TRAINING SPECIALISTS, LLC** : **FEBRUARY 3, 2025**
d/b/a STONE ACADEMY, ET AL. :

**MEMORANDUM IN SUPPORT OF APPLICATION FOR ORDER AUTHORIZING
INCENTIVE AWARD FOR CLASS REPRESENTATIVES**

Pursuant to Connecticut Practice Book § 9-9, named plaintiffs Terencia Ridenhour, Danidsha Ayala, Carolina Carrion, Shakima N. Glover, Diane Lukowski, Amy Otis, Kristie Ricker, Melissa Riddle, and Wendy Serrano (collectively, the “Named Plaintiffs”), each seek an incentive award of \$5,000.00 to be paid from the common Settlement Fund of Five Million and One Dollars (\$5,000,001.00), that they helped produce for the Settlement Class. By granting Class Certification, this Court determined, by necessary implication, that the Named Plaintiffs are adequate Class Representatives and can serve in that capacity in this case. The undersigned has submitted a Declaration in support of this Application, detailing each Named Plaintiffs’ efforts on behalf of the Class and contributions to the result obtained for the Class. *See* Declaration of Timothy C. Cowan, Esq., dated February 3, 2025 (attached as Exhibit A).

To pursue this case in a representative capacity, the Named Plaintiffs placed the interests of the Class ahead of themselves. By proceeding on a Class basis, they delayed and risked any potential individual recovery that they could secure through litigation against these Defendants and cast aside any individual, non-class-wide claims, they may have had against the Defendants. Indeed, this case took nearly two years to litigate, with no guarantee of a favorable outcome – or any remuneration to the Named Plaintiffs. Unlike many other class action matters, the Named Plaintiffs had to produce sensitive and confidential information (in the form of their academic records) and subject themselves to questioning regarding those records during deposition.

The \$5,000.00 being sought on behalf of each Named Plaintiff is equitable and in line with the commitment each Named Plaintiff made to representing the Class. The requested incentive payments, therefore, are reasonable and appropriate when compared to the results produced in this action.

I. COURTS PERMIT INCENTIVE PAYMENTS, WHICH SUPPORT PUBLIC POLICY CONSIDERATIONS

“Incentive awards are fairly typical in class action cases.” *Rodriguez v. West Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009) (citing 4 William B. Rubenstein, et al., *Newberg on Class Actions* § 11:38 (4th ed. 2008); Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 *UCLA L. Rev.* 1303 (2006) (finding twenty-eight percent of settled class actions between 1993 and 2002 included incentive awards to class representatives)). “Numerous courts have authorized incentive awards.” *Hadix v. Johnson*, 322 F.3d 895, 897 (6th Cir. 2003) (citing, among other cases, *Cook v. Niedert*, 142 F.3d 1004, 1016 (7th Cir. 1998); *In re U.S. Bancorp Litig.*, 291 F.3d 1035, 1038 (8th Cir.), *cert. denied*, 537 U.S. 823, 123 S.Ct. 108, 154 L.Ed.2d 32 (2002); and *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 463 (9th Cir. 2000)). District courts in the Second Circuit consistently approve incentive awards. *See, e.g., In re Currency Conversion Fee Antitrust Litig.*, 263 F.R.D. 110, 131–32 (S.D.N.Y. 2009); *In re Worldcom, Inc. ERISA Litig.*, No. 02-cv-4816 (DLC), 2004 WL 2338151 (S.D.N.Y. 2004); *RMED Intern, Inc. v. Sloan’s Supermarkets, Inc.*, No. 94-cv-5587 (PKL), 2003 WL 21136726 (S.D.N.Y. 2003); *Dornberger v. Metropolitan Life Ins. Co.*, 203 F.R.D. 118, 12425 (S.D.N.Y. 2001); *Golden v. Shulman*, No. 85-cv-3624, 1988 WL 144718 (E.D.N.Y. 1988). Courts that have approved incentive awards “have stressed that incentive awards are efficacious ways of encouraging members of a class to become class representatives and rewarding individual efforts taken on behalf of the class.” *Hadix*, 322 F.3d 897. “Such awards .

. . are intended to compensate class representatives for work done on behalf of the class, [and] to make up for financial or reputational risk undertaken in bringing the action.” *Rodriguez*, 563 F.3d 958 (citation omitted). Factors that have been looked on with disfavor, such as an incentive payment agreement indicating that the named plaintiffs expected a bounty, a settlement that accords the named plaintiffs’ preferential treatment or conflicts between the named plaintiffs and the class, are not present here. *See Cowan Dec.* ¶¶ 7–12. As none of the Named Plaintiffs were promised any special benefits for serving as class representatives beyond those provided to all other class members in this case, and they understood that whether they were granted an incentive award from any potential common fund in this action was completely within the discretion of this Court. *Id.*

Incentive awards, moreover, serve important public policies. They encourage people to take on the role of class representative in important cases enforcing consumer and other rights – as is the situation here – even though their individual recoveries as class members would be small in relation to the effort required and the risks taken. *See, e.g., In re Worldcom*, 2004 WL 2338151, *11 (“[t]he named plaintiffs have performed an important service to the class and the burden of this commitment deserves to be recognized”); *RMED Int’l*, 2003 WL 21136726, *2 (“[i]ncentive awards are given to compensate named plaintiffs for the risk they have incurred by pursuing the class action and the extra effort they have expended”); *Golden*, 1988 WL 144718, *8 (“In addition to the appointment as representative of the class, [Class Representative] . . . has been required to respond personally to the discovery requests of defendants, including document production Through his shouldering of these responsibilities, [Class Representative] has benefited all of the members of the class. Courts have recognized that name plaintiffs may be rewarded for taking on extra responsibilities of this sort.”); *In re Linerboard Antitrust Litig.*, No.

MDL 1261, 2004 WL 1221350, *18 (E.D. Pa. June 2, 2004) (“[l]ike the attorneys in this case, the class representatives have conferred benefits on all other class members and they deserve to be compensated accordingly”); *Cook*, 142 F.3d 1016 (“Because a named plaintiff is an essential ingredient of any class action, an incentive award is appropriate if it is necessary to induce an individual to participate in the suit.”); *In re Plastic Tableware Antitrust Litig.*, No. 94-CV-3565, 1995 WL 723175, *2 (E.D. Pa. Dec. 4, 1995) (“Payments to class representatives may be considered a form of restitutionary relief within the discretion of the trial court They may also be treated as a reward for public service and for the conferring of a benefit on the entire class”) (citations omitted.)

Here, the Named Plaintiffs will receive only their pro rata share of the common fund their efforts helped create, unless they receive incentive awards.

II. THE NAMED PLAINTIFFS EXPENDED SUBSTANTIAL EFFORTS AND TOOK PERSONAL RISK OVER AN EXTENDED PERIOD OF TIME

As detailed herein, each of the Named Plaintiffs has made personal sacrifices that should be compensated. Each accepted the role of Class Representative and acted in the best interest of the Class and not in her own self-interest. Each of them put in substantial effort that would have been for naught, if the case had not produced a positive result. Each of them had the courage to take on a nursing school while they all still hope to pursue their degree elsewhere. Each of them went the extra mile for the Class, did not personally object to producing sensitive and private materials (such as academic records) and all willingly appeared for in-person depositions to answer questions about their personal academic experiences, all in furtherance of the benefit of the Class. See Cowan Dec. ¶¶ 16–23.

a. **Terencia Ridenhour**

Ms. Ridenhour has been involved in this lawsuit since the outset in April 2023. She has taken her obligations as Class Representative seriously and has always acted in the interest of the Class. She familiarized herself with the facts and allegations of the case, had regular contact with Class Counsel, she assisted Class Counsel in the factual development of the Case, she testified at the prejudgment remedy hearing, reviewed the documents that pertained to her own academic record at Stone Academy, she answered Interrogatories and Requests for Production—under oath—pertaining to her academic experiences, prepared for her deposition in this case, sat for her deposition in this case during which she was asked questions about her academic history, and consulted with class counsel regarding settlement, and she was prepared to appear in Court to testify at trial if this matter did not settle. Ms. Ridenhour’s verified discovery responses were served upon counsel in December 2023, and she sat for her deposition on December 13, 2023. *See Cowan Dec. ¶¶ 16–23.*

b. **Danidsha Ayala**

Ms. Ayala has been involved in this lawsuit since the outset in April 2023. She has also taken her obligations as Class Representative seriously and has performed the same services to the case and the Class as Ms. Ridenhour and the other class representatives. Ms. Ayala’s verified discovery responses were served upon counsel in December 2023, and she sat for her deposition on December 15, 2023. *Id.*

c. **Carolina Carrion**

Ms. Carrion has been involved in this lawsuit since the outset in April 2023. She has also taken her obligations as Class Representative seriously and has performed the same services to the case and the Class as Ms. Ridenhour and the other class representatives. Ms. Carrion’s

verified discovery responses were served upon counsel in December 2023, and she sat for her deposition on December 14, 2023. *Id.*

d. Shakima N. Glover

Ms. Glover has been involved in this lawsuit since the outset in April 2023. She has also taken her obligations as Class Representative seriously and has performed the same services to the case and the Class as Ms. Ridenhour and the other class representatives. Ms. Glover's verified discovery responses were served upon counsel in December 2023, and she sat for her deposition on December 7, 2023. *Id.*

e. Diane Lukowski

Ms. Lukowski has been involved in this lawsuit since the outset in April 2023. She has also taken her obligations as Class Representative seriously and has performed the same services to the case and the Class as Ms. Ridenhour and the other class representatives. Ms. Lukowski's verified discovery responses were served upon counsel in December 2023, and she sat for her deposition on December 6, 2023. *Id.*

f. Amy Otis

Ms. Otis has been involved in this lawsuit since the outset in April 2023. She has also taken her obligations as Class Representative seriously and has performed the same services to the case and the Class as Ms. Ridenhour and the other class representatives. Ms. Otis's verified discovery responses were served upon counsel in December 2023, and she sat for her deposition on December 13, 2023. *Id.*

g. Kristie Ricker

Ms. Ricker has been involved in this lawsuit since the outset in April 2023. She has also taken her obligations as Class Representative seriously and has performed the same services to

the case and the Class as Ms. Ridenhour and the other class representatives. Ms. Ricker’s verified discovery responses were served upon counsel in December 2023, and she sat for her deposition on December 15, 2023. *Id.*

h. Melissa Riddle¹

Ms. Riddle has been involved in this lawsuit since December 2023. She has also taken her obligations as Class Representative seriously and was ready and able to answer written interrogatories and requests for production, and sit for a deposition if requested. *See* Cowan Dec. ¶¶ 5, 15, 26.

i. Wendy Serrano

Ms. Serrano has been involved in this lawsuit since the outset in April 2023. She has also taken her obligations as Class Representative seriously and has performed the same services to the case and the Class as Ms. Ridenhour and the other class representatives. Ms. Serrano’s verified discovery responses were served upon counsel in December 2023, and she sat for her deposition on December 6, 2023. *See* Cowan Dec. ¶¶ 16–23.

III. THE REQUESTED INCENTIVE AWARDS ARE APPROPRIATE GIVEN THE RESULT IN THIS CASE

The requested incentive awards are appropriate by several measures. First, the Named Plaintiffs assisted in and were indispensable towards producing a substantial common fund for the Class. Without their willingness to serve as Class Representatives in a very difficult case with potentially minimal monetary upside, there could be no Class Settlement for other members of the Class. This was not an easy case – it was vigorously contested at every stage over a period

¹ Ms. Riddle is a Named Plaintiff in the Federal Action, *Ridenhour, et al. v. Larson, et al.*, 3:23-cv-1672 (D. Conn.). Ms. Riddle’s inclusion in this matter allowed Class Counsel to seek broader relief in the settlement, which resulted in a more favorable result for Class Members. *See* Cowan Dec. ¶ 26.

of nearly two (2) years, and there were real risks that the case would not succeed despite the substantial personal efforts of the Named Plaintiffs. Moreover, the unique nature of this class action required the Named Plaintiffs to disclose sensitive information in the form of their academic records. As noted above, each of the Named Plaintiffs were required to produce academic records and submit to depositions in furtherance of the Class Members' claims. Each of the Named Plaintiffs complied with requirements to disclose such sensitive and confidential information to benefit the Class as a whole. In addition, throughout lengthy settlement negotiations with the Defendants, the Named Plaintiffs stayed apprised of the nature of the settlement negotiations, worked with Class Counsel to determine settlement positions, and advised Class Counsel, on behalf of the Class Members, as to whether the Settlement was fair and reasonable. Especially in light of those facts, the requested incentive awards are appropriate when compared to the result produced. As a result of their efforts, Class Members can participate in the Settlement without having to similarly disclose their own personal academic records or submit to a deposition.

Second, the requested awards of \$5,000.00 each constitute only 0.1% of the gross Settlement Fund (or 0.9% in the aggregate for all nine Named Plaintiffs). An aggregate incentive award of less than 1% is well within the percentage range of awards for incentive fees in cases like this, wherein the Named Plaintiffs were active participants in the litigation. *See, e.g., Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 187 (W.D.N.Y. 2005) (awarding sole class representative 8.4% award of settlement fund). Third, the requested awards, \$5,000.00 for each Named Plaintiff, are in line with awards given in other cases. *See, e.g., Norflet v. John Hancock Life Ins. Co.*, 658 F.Supp.2d 350, 354 (D. Conn. 2009) (awarding \$20,000 to named plaintiff as “reasonable and equitable” incentive award for her time spent “working with Class Counsel to

prosecute and resolve this case”); *Gray v. Found. Health Sys., Inc.*, Docket No. X06-CV-990158549-S, 2004 WL 945137, *4 (Conn. Super. Ct. Apr. 21, 2004) (Alander, J.) (approving awards of \$23,333 for each named plaintiff); *In re Publication Paper Antitrust Litig.*, No. 3:04-MD-1631 (SRU), 2009 WL 2351724, *1 (awarding \$20,000.00 incentive fee from \$700,000.00 settlement fund); *Roberts v. Texaco, Inc.*, 979 F. Supp. 185, 205 (S.D.N.Y. Sept. 11, 1997) (in discrimination case, approving awards to class representatives totaling \$212,500 divided among six representatives: \$85,000 (x1); \$50,000 (x1), \$25,000 (x3); and \$2,500 (x1)); *Yap v. Sumitomo Corp of America*, No. 88-cv-700 (LBS), 1991 WL 29112, *4 (S.D.N.Y. Feb. 22, 1991) (awarding \$30,000 award to each named plaintiff); *Fears v. Wilhelmina Model Agency*, No. 02-cv-4911 (HB), 2005 WL 1041134, *3 (S.D.N.Y. May 5, 2005) (approving awards of \$25,000.00 for plaintiffs who had been deposed, and \$15,000.00 for plaintiffs who testified at trial and other class representatives), *vacated in part on other grounds*, *Masters v. Wilhelmina Model Agency, Inc.*, 473 F.3d 423 (2d Cir. 2007); *Meijer, Inc. v. 3M*, 04-cv-5871, 2006 WL 2382718, *25 (E.D. Pa. Aug. 14, 2006) (\$25,000 award); *In re Remeron Direct Purchaser Antitrust Litig.*, No. 03-cv-0085 (FHS), 2005 WL 3008808, *18 (D.N.J. Nov. 9, 2005) (total incentive award of \$60,000 to two named plaintiffs); *Godshall v. Franklin Mint Co.*, No. 01-CV-6539, 2004 WL 2745890, *6 (E.D. Pa. Dec. 1, 2004) (special award of \$20,000 to each of the two named plaintiffs from a \$1.125 million settlement fund); *Linerboard*, 2004 WL 1221350, *18 (\$25,000 to each of five class representatives); *Brotherton v. Cleveland*, 141 F.Supp.2d 907, 914 (S.D. Ohio 2001) (\$50,000 incentive award to plaintiff who was “instrumental” in bringing lawsuit); *Enterprise Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 251 (S.D. Ohio 1991) (awarding \$50,000 each to six class representatives); *Van Vranken v. Atl. Richfield Co.*, 901 F.Supp. 294, 300 (N.D. Cal. 1995) (\$50,000 award); *In re Revco Sec. Litig.*, Nos. 851, 89-cv-

593, 1992 WL 118800 (N.D. Ohio, May 6, 1992) (award of \$200,000 appropriate for corporate plaintiff); *In re Dun & Bradstreet Credit Serv. Customer Litig.*, 130 F.R.D. 366, 373–74 (S.D. Ohio 1990) (approving awards from \$35,000 to \$55,000).

III. CONCLUSION

For the foregoing reasons, the Court should exercise its discretion and award each of the Named Plaintiffs \$5,000.00 for their efforts as Class Representatives to be paid from the common fund created by the Settlement.

PLAINTIFFS

By: /s/ Timothy C. Cowan

David A. Slossberg

Erica O. Nolan

Timothy C. Cowan

HURWITZ SAGARIN SLOSSBERG & KNUFF LLC

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CERTIFICATION

I hereby certify that a copy of the foregoing was sent via electronic mail on this 3rd day of February, 2025 to the following:

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/s/ Timothy C. Cowan

Timothy C. Cowan

EXHIBIT A

DOCKET NO. X10-UWY-CV-23-6070643-S : SUPERIOR COURT
RIDENHOUR, TERCENCIA, ET AL. : COMPLEX LIT. DOCKET
V. : AT WATERBURY
CAREER TRAINING SPECIALISTS, LLC :
d/b/a STONE ACADEMY, ET AL. : FEBRUARY 3, 2025

**DECLARATION OF TIMOTHY C. COWAN, ESQ. IN SUPPORT OF
APPLICATION AND MEMORANDUM OF SUPPORT OF
INCENTIVE AWARD FOR CLASS REPRESENTATIVES**

I, Timothy C. Cowan, hereby affirm, as follows:

1. I am an associate in the law firm of Hurwitz, Sagarin, Slossberg & Knuff, LLC (“HSSK” or the “Firm”). I submit this declaration in support of the Motion for Incentive Award for an award of an incentive fee in the amount of \$5,000.00 for each of the named plaintiffs in the above-captioned action (the “Action”). I have personal knowledge of the facts stated in this Declaration.

2. HSSK was retained by each of the nine named plaintiffs, Terencia Ridenhour, Danidsha Ayala, Carolina Carrion, Shakima N. Glover, Diane Lukowski, Amy Otis, Kristie Ricker, Melissa Riddle, and Wendy Serrano. Each of these individuals entered into a 33-1/3% contingency fee agreement with HSSK pursuant to General Statutes § 52-251C.

3. At all times mentioned herein, HSSK had an attorney-client relationship with each of the nine named plaintiffs – Terencia Ridenhour, Danidsha Ayala, Carolina Carrion, Shakima N. Glover, Diane Lukowski, Amy Otis, Kristie Ricker, Melissa Riddle, and Wendy Serrano. None of the representations herein are intended to waive any attorney-client privilege, nor should any representations herein be construed as subject-matter waiver of attorney-client privilege.

4. In or about April 2023, Terencia Ridenhour, Danidsha Ayala, Carolina Carrion, Shakima N. Glover, Diane Lukowski, Amy Otis, Kristie Ricker, and Wendy Serrano engaged the

services of HSSK to prosecute claims on their behalf, along with the claims of a class of similarly situated individuals who were licensed practical nurse (“LPN”) students at Career Training Specialists, LLC d/b/a Stone Academy between November 2021 and February 14, 2023, the date Stone Academy unceremoniously shuttered its doors.

5. In or about December 2023, prior to the filing of any motion to certify the class, Melissa Riddle sought to engage the services of HSSK to prosecute claims on her behalf, along with the claims of a class of similarly situated individuals who were graduates of Stone Academy, as set forth above in Paragraph 4 of this declaration.

6. Class Counsel agreed to advance all of the costs required to litigate this Action on a contingent basis. None of the nine named Plaintiffs were responsible for payment of those costs. Reimbursement of costs, and payment of attorneys’ fees, was contingent upon a successful outcome, to be paid pursuant to an order of the Court from the amounts, if any, recovered from the Defendants. If no recovery was achieved for the Class, Class Counsel agreed to absorb all of the costs of litigating this Action, and would receive no attorneys’ fees.

7. There was no incentive payment agreement nor any promise of an incentive award to any of the nine named plaintiffs.

8. None of the named plaintiffs were promised any special benefits for serving as Class Representatives beyond those provided to all other class members in this Action.

9. Throughout the pendency of this matter, the nine named plaintiffs were advised and understood that whether an incentive award will be authorized by this Court is completely within the discretion of this Court. Neither Class Counsel nor any party to this Action promised any incentive award to the nine named Plaintiffs.

10. The payment of an incentive award was not contemplated or part of any settlement negotiations between Class Counsel, the Class Representatives or the Defendants. Any reference to an incentive award contained in the Settlement Agreement attached as Exhibit B to the Memorandum in Support of the Preliminary Approval of Settlement, dated January 10, 2025 (Dkt No. 243.00), was added after the parties had reached the proposed total Settlement of \$5,000,001.00, and no promises or representations were made by the Defendants or Class Counsel regarding the approval of a potential incentive award.

11. Each of the nine named plaintiffs have made personal sacrifices in furtherance of their representation of the Class and accepted their role as Class Representative. They did so to benefit the Class claims and not their own self-interests.

12. Each of the nine named plaintiffs were told, and understood, that they represented the interests of all Class Members who had been affected by the conduct at issue in this Action. As Class Representatives, they understood that the Court would require them to adequately and fairly represent the Class, and that this Action might take several years to litigate, with no guarantee of a favorable outcome for them or any other Class Members.

13. As Class Representatives, each of the nine named Plaintiffs committed to becoming familiar with this Action and the claims asserted on behalf of the Class, and the parties who were allegedly responsible for the conduct at issue in this Action. They were kept informed by Class Counsel of all major events during the pendency of this Action so that they could monitor the prosecution of this action and satisfy their duties as Class Representatives.

14. The Settlement was the product of arm's length negotiations among experienced counsel. The Class Representatives and Class Counsel had a thorough understanding of the

strengths and weaknesses of the claims asserted in the Action at the time they reached the Settlement.

15. Eight of the nine named plaintiffs were required to answer written Interrogatories and Requests for Production, produce their personal academic records and sit for a deposition. The ninth was ready and able to do so, but was not required to.

16. Terencia Ridenhour was deposed on December 13, 2023. Prior to her deposition, Ms. Ridenhour met with Class Counsel to prepare for her deposition. Ms. Ridenhour also testified at the prejudgment remedy hearing.

17. Danidsha Ayala was deposed on December 15, 2023. Prior to her deposition, Ms. Ayala met with Class Counsel to prepare for her deposition.

18. Carolina Carrion was deposed on December 14, 2023. Prior to her deposition, Ms. Carrion met with Class Counsel to prepare for her deposition.

19. Shakima N. Glover was deposed on December 7, 2023. Prior to her deposition, Ms. Glover met with Class Counsel to prepare for her deposition.

20. Diane Lukowski was deposed on December 6, 2023. Prior to her deposition, Ms. Lukowski met with Class Counsel to prepare for her deposition.

21. Amy Otis was deposed on December 13, 2023. Prior to her deposition, Ms. Otis met with Class Counsel to prepare for her deposition. Ms. Otis also testified at the prejudgment remedy hearing.

22. Kristie Ricker was deposed on December 13, 2023. Prior to her deposition, Ms. Ricker met with Class Counsel to prepare for her deposition. Ms. Ricker also testified at the prejudgment remedy hearing.

23. Wendy Serrano was deposed on December 6, 2023. Prior to her deposition, Ms. Serrano met with Class Counsel to prepare for her deposition.

24. In addition to contributing to fact discovery at issue in this case, each of the named plaintiffs have been actively involved in this Action, representing the interests of the Class Members.

25. Each of the named plaintiffs also contributed to the federal lawsuit, *Ridenhour, et al. v. Larson, et al.*, 3:23-cv-1672(JCH) (D. Conn.).


26. Melissa Riddle was added the federal lawsuit to represent a broader group of class members.

27. Each of the nine named plaintiffs spent several hours speaking with Class Counsel about the claims in this matter and were active participants in the mediation process. The named Plaintiffs were consulted with prior or immediately after each of the several mediation sessions, available via telephone during those mediation sessions, and remained engaged during subsequent settlement negotiations.

28. The nine named plaintiffs expressed a continued understanding of the importance of their role as Class Representatives throughout this matter.

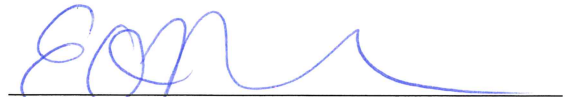
29. Additionally, had this matter not resulted in a settlement, each of the named plaintiffs was prepared to attend and testify at the trial of this Action.

I declare, under penalty of perjury, that the foregoing facts are true and correct. Executed on February 3, 2025.



Timothy C. Cowan, Esq.

Before me personally appeared TIMOTHY C. COWAN, ESQ., who swore to the truth and accuracy of the foregoing, this 3rd day of February, 2025.



Commissioner of the Superior Court