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

MEMORANDUM OF LAW IN SUPPORT OF CLASS COUNSEL'S APPLICATION FOR AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES

Pursuant to Connecticut Practice Book § 9-9(f), Counsel requests, in connection with the proposed Settlement: (1) an award of attorneys' fees in the amount of $1,250,000.25, twenty-five percent (25%) of the Five Million and One Dollar ($5,000,001.00) Common Fund; and, (2) payment of litigation expenses in the amount of $49,465.23. For all the reasons stated below, Class Counsel respectfully submits that this fee and expense application should be granted.

I. INTRODUCTION

After nearly two years of hard-fought litigation – encompassing over 225 docket entries between the filings in this Court and the Federal Litigation, *Ridenhour, et al. v. Larson, et al.*, 3:23-cv-1672 (D. Conn.) (the "Federal Action")[1], Class Counsel has succeeded in obtaining Class Certification in a highly complex and contested academic services case. This action impacts the lives of approximately 1,000 students of Stone Academy, resulting in a settlement of Five Million and One Dollars ($5,000,001.00) on behalf of the Class. *See generally* Motion for Preliminary Approval of Settlement and Memorandum of Law, dated August 9, 2023 (Entry Nos. 242.00, 243.00); *see also* Order Regarding Approval of Proposed Settlement Agreement and Notice to Class Members, dated January 16, 2025 (Entry No. 248.00).

[1] The defendants to the Federal Action include Timothy Larson, in his individual and official capacities, Sean Seepersad, in his individual capacity, Manisha Juthani in her individual and official capacities, and Chris Andresen, in his individual capacity (the "Federal Defendants").

By this Settlement, Class Counsel has produced a common fund from which every individual who was enrolled as a practical nurse student at Stone Academy during the period between November 1, 2021 and February 14, 2023, and was unable to graduate due to Stone Academy's closure, will obtain monetary relief. *See id*. This common fund is in addition to several other forms of relief, including:

i. Programmatic relief for VATI students;

ii. Additional no-cost teach-out opportunities for class members at Griffin Hospital School of Allied Health Careers;

iii. The immediate closure of all outstanding investigations into Stone Academy graduates who have not completed the reNurse course; and

iv. Legislative proposals:

    a. to address the lack of ability of the students in Subclass II to complete their education, and

    b. to further provide for additional compensation for out-of-pocket tuition expenses not previously reimbursed.

This settlement, both the monetary and non-monetary components, represents a meaningful and fair resolution for Class Members, who have been stuck with no recourse for over two years.

This result could not have been obtained without counsel's willingness to assume the substantial financial risks of pursuing a possible class action on behalf of the nine[2] named Plaintiffs and Class Members, whose claims, if brought individually in separate proceedings,

[2] There are eight named plaintiffs in this action and nine the Federal Litigation. The one, non-overlapping plaintiff is Melissa Riddle.

could not possibly have warranted the legal time and litigation expenses necessary to prosecute this action. To obtain this recovery, Class Counsel representing the nine named plaintiffs and the Class Members, risked significant hours of legal time and over $49,000 in litigation expenses. Class Counsel did so in a case with highly uncertain prospects at the outset, against defense counsel (from two highly respected law firms and the Attorney General's Office) who asserted, repeatedly, that class certification was not appropriate and should not be approved , and that no viable legal theory of liability existed.

This Settlement was reached by way of Class Counsel's dogged efforts in prosecuting this claim to establish a factual basis for liability and legal theories of recovery. Class Counsel fought as expeditiously as practicable, seeking and securing a prejudgment remedy ruling in this action a few short months after filing the opening complaint. (Entry No. 116.10). Defendants and their counsel, between the two matters, required class counsel to respond to Requests to Revise, Motions to Dismiss, strongly opposed[3] discovery requests, requiring meet-and-confer conferences, and required judicial intervention and hearings on several occasions.

Class Counsel now applies for an award of attorneys' fees pursuant to the "common fund" doctrine, which authorizes this Court to allocate fees and costs of this litigation among the approximately 1,000 potential class members. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980); *Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43, 47 (2d Cir. 2000); *Towns of New Hartford and Barkhamsted v. Connecticut Resources Recovery Auth.*, Docket No. (X02) CV04-

[3] References throughout this Memorandum to the Defendants' and their Counsel's vigorous defense of the Plaintiffs' claims are not intended to imply that Defendants' counsel acted improperly at any point during the pendency of this litigation. Class Counsel recognizes that the Defendants and their counsel have both a right, and in many circumstances, an obligation, to mount a vehement defense to the Plaintiffs' claims. Rather, continued references to the Defendants' strong defense in this matter is intended to highlight the hard-work and effort required of Class Counsel to address and overcome the Defendants' legal and factual defenses.

0185580-S, 2007 WL 4624074, at *5 (Conn. Super. Ct. Dec. 7., 2007) (Eveleigh, J.). Class Counsel respectfully seeks a percentage award of 25% of the Settlement Fund – a percentage award *less than* awards in similar cases of this magnitude. *See, e.g., Gruber v. Starion Energy, Inc*., Docket No. (X03) HHD-CV17-6075408-S, 2017 WL 6262409 (Conn. Super. Ct. Nov. 13, 2017) (Moll, J.) (approving award of attorneys' fees equal to 32% of a $2,850,000.00 common fund settlement); *Faican v. Rapid Park Holding Corp*., No. 10-cv-1118 (JG), 2010 WL 2679903 (E.D.N.Y. Jul. 1, 2010) (awarding 33-1/3% of $522,741.06 settlement fund "even considering that the settlement was reached three months after the action was filed and without any motion practice"); *In re Publication Paper Antitrust Litig*., MDL No. 1631 (SRU), 2009 WL 2351724, *1 (D. Conn. Jul. 30, 2009) (Underhill, J.) (approving a one-third fee of a $700,000.00 settlement fund); *Strougo v. Bassini*, 258 F. Supp. 2d 254 (S.D.N.Y. 2003) (Sweet, J.) (awarding 33-1/3% of $1.5 million settlement fund). This requested percentage award is also *less than* the named plaintiffs consented to in their retainer agreements. Class Counsel is doing so to expressly to maximize payouts to Class Members.

Class Counsel further seeks reimbursement of their litigation expenses totaling $49,465.23, incurred in the successful prosecution of this action.

The nine named Plaintiffs, each of whom entered into a 33-1/3% contingency fee agreement with counsel, pursuant to Connecticut General Statutes § 52-251C, supports Class Counsel's Application. *See* Declaration of Timothy C. Cowan, Esq., ¶ 3, dated February 3, 2025 (attached as Exhibit A).

II. CLASS COUNSEL IS ENTITLED TO THE REASONABLE FEE REQUESTED IN THIS APPLICATION

a. Standards Applicable to Attorneys' Fees Awards in Class Actions

Courts have long recognized that attorneys who obtain a common fund recovery for a class are entitled to an award of fees and expenses from the fund. *See Boeing Co.*, 444 U.S. at 478; *see also Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43, 47 (2d Cir. 2000).[4] Pursuant to the "equitable or common fund doctrine established more than a century ago in *Trustees v. Greenough*, 105 U.S. 527, 532–33 (1881), attorneys who create a common fund to be shared by a class are entitled to an award of fees and expenses from that fund as compensation for their work." *In re American Bank Note Holographics, Inc. Securities Litig.*, 127 F.Supp.2d 418, 430 (S.D.N.Y. 2001) (cleaned up).

In addition to ensuring that the costs of class litigation are fairly borne by all class members who benefit from a recovery, awards of attorneys' fees from a common fund serve to encourage skilled counsel to represent those who seek redress for damages inflicted on entire classes of persons, and to discourage future misconduct of a similar nature. *See Maley v. Del Global Techs., Corp.*, 186 F.Supp.2d 358, 369 (S.D.N.Y. 2002). Compensating Class Counsel is crucial to sustaining such cases by incentivizing attorneys to bring claims on behalf of the

[4] The United States Supreme Court has noted that the common-fund doctrine is a traditional practice in courts of equity. *Boeing*, 444 U.S. at 478. Pursuant to this doctrine, "a lawyer who recovers a common fund for the benefit of persons other than . . . [their] client is entitled to a reasonable attorneys fee from the fund as a whole." *Id.* The doctrine "rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its cost are unjustly enriched at the successful litigants' expense." *Id.*, at 472. As a result, the common-fund doctrine allows courts to "prevent this inequity by assessing attorney's fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit." *Id.*, at 478; *see also Goldberger*, 209 F.3d at 47 (common fund doctrine "prevents unjust enrichment of those benefitting from a lawsuit without contributing to its cost").

injured class. *Hicks v. Stanley*, No. 01 Civ. 10071, 2005 WL 2757792, *9 (S.D.N.Y. Oct. 24, 2005).

When determining what factors or considerations should be taken into account in awarding attorneys' fees, Connecticut courts look to federal case law for guidance. *See Collins v. Anthem Health Plans, Inc*., 266 Conn. 12, 32–33 (2003). The Connecticut Supreme Court has held that because Connecticut's class action law is relatively undeveloped, and in light of the similarity between Connecticut's and federal class action rules, it is appropriate to look to federal case law "for guidance on construing our law governing class actions." *Collins*, 266 Conn. at 33. "In particular, decisions by the United States Court of Appeals for the Second Circuit, although not binding on Connecticut's courts, 'are particularly persuasive' on class action issues. It is, thus, appropriate to look to federal case law, and in particular to Second Circuit case law, for guidance on the standards governing awards of attorneys fees in class actions." *Towns of New Hartford and Barkhamsted v. Connecticut Res. Recovery Auth*., Docket No. CV-04-0185580-S, 2007 WL 4634074, *7 (Conn. Super. Dec. 7, 2007) (Eveleigh, J.).

The Second Circuit has identified two methods for determining a reasonable attorneys fee in a common fund action. *Goldberger*, 209 F.3d at 47. The first method is commonly referred to as the "lodestar, under which the district court scrutinizes the fee petition to ascertain the number of hours reasonably billed to the class and then multiplies that figure by an appropriate hourly rate" and then adjusts the total by a multiplier, which is based on factors such as the complexity of the litigation, quality of the representation, difficulty of the case, and counsel's risk of non-recovery. *Id.*; *see also Towns of Hartford and Barkhamsted*, 2007 WL 4634074, *7 (applying *Goldberger* factors in Connecticut state court class action). The other method allows the court to

set "some percentage of the recovery as a fee" by considering the same factors articulated above for determining the multiplier in the lodestar method. *Id.*

There are several benefits to utilizing the percentage method. First, it avoids "an unanticipated disincentive to early settlements" which can be created by the lodestar method. *Goldberger*, 209 F.3d at 47–49. In addition, the percentage method has been found to be "simpler" and more efficient, in that "it avoids an otherwise 'gimlet-eyed review' of counsel's detailed lodestar." *Towns of Hartford and Barkhamsted*, 2007 WL 4634074, *8. "It is now well-established that 'the trend of district courts within this Circuit is to utilize the percentage of recovery approach when calculating attorneys fees in common fund cases.'" *Id.* This is also consistent with Circuit courts outside of the Second Circuit, including the First, Third, Sixth, Seventh, Ninth and Tenth Circuit Courts of Appeals, which have also adopted the percentage method for use in common fund cases.[5] *Id*.

b. The Percentage-of-Recovery Method is the Preferred Basis for a Common Fund Award and Should be Utilized in This Case

Class Counsel respectfully requests that the Court award attorneys' fees based on a percentage of the common fund achieved in the Settlement. It is well-established that the percentage-of-recovery method is the preferred method for determining a common fund award in

[5] The First, Third, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh and District of Columbia Circuit Courts of Appeals have all adopted the percentage method for use in common fund cases. *See In re Thirteen Appeals Arising Out of the San Juan Dupont Plaza Hotel Fire Litig*., 56 F.3d 295, 305 (1st Cir. 1995) (approving percentage method and observing that "[c]ontrary to popular belief, it is the lodestar method, not the [percentage] method, that breaks from precedent"); *In re Gen. Motors Corp. Pick-Up Truck Fuel Tank Prod. Liab. Litig*., 55 F.3d 768, 821–22 (3d Cir. 1995); *Rawlings v. Prudential-Bache Properties, Inc*., 9 F.3d 513, 515–16 (6th Cir. 1993); *Florin v. Nationsbank of Georgia, N.A.*, 34 F.3d 560, 564–65 (7th Cir. 2004); *Johnston v. Comerica Mortgage Corp*., 83 F.3d 241, 246 (8th Cir. 1996); *Torrisi v. Tucson Elec. Power Co*., 8 F.3d 1370, 1376–77 (9th Cir. 1993); *Gottlieb v. Barry*, 43 F.3d 474, 487 (10th Cir. 1994); *Camden I Condominium Association, Inc. v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991); *Swedish Hospital Corp. v. Shalala*, 1 F.3d 1261, 1268 (D.C. Cir. 1993).

a class action and should be utilized in this case.[6] "The trend in this Circuit is toward the percentage method," which "directly aligns the interests of the class and its counsel and provides a powerful incentive for the efficient prosecution and early resolution of litigation." *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc*., 396 F.3d 96, 121 (2d Cir. 2005), *cert. denied sub nom. Leonardo's Pizza by the Slice, Inc. v. Wal-Mart Stores, Inc.*, 544 U.S. 1044, (2005); *accord In re EVCI Career Colleges Holding Corp. Sec. Litig*., 2007 WL 2230177, *15 ("the trend of district courts within this Circuit [is] to utilize the percentage of recovery approach . . . in common fund cases"); *In re Global Crossing Sec. and ERISA Litig*., 225 F.R.D. 436, 469 (S.D.N.Y. 2004) ("the great weight of authority supports basing common-fund awards on a percentage of the gross recovery").[7]

Under the lodestar method, the district court is required to "scrutinize[] the fee petition to ascertain the number of hours reasonably billed to the class and then multiply that figure by an appropriate hourly rate" and then may adjust the total by an appropriate multiplier, based on such subjective factors as complexity of the litigation, quality of the representation, difficulty of the case, and counsel's risk of non-recovery. *See Goldberger*, 209 F.3d 47. Comparatively, the

[6] Courts have repeatedly recognized that the lodestar method is cumbersome, inefficient and requires unwarranted and inefficient use of judicial resources. *Goldberger*, 209 F.3d at 49 (comparing lodestar analysis to "resurrect[ing] the ghost of Ebenezer Scrooge"). Courts have also recognized that the lodestar method creates a disincentive for early settlements and thus gives rise to a potential tension between the interests of the class and its counsel. The "lodestar create[s] an unanticipated disincentive to early settlements, tempt[s] lawyers to run up their hours, and compel[s] district courts to engage in a gimlet-eyed review of line-item fee audits." *Wal-Mart Stores, Inc.*, 396 F.3d at 121.

[7] *See also In re Crazy Eddie Sec. Litig*., 824 F. Supp. 320, 325 (E.D.N.Y. 1993) ("since at least the late 1980's the trend within this Circuit has been toward the percentage of recovery method"); *In re Fine Host Corp. Sec. Litig*., No. MDL 1241, 3:97–CV–2619 JCH, 2000 WL 33116538, *1–2 (D. Conn. Nov. 8, 2000) (Hall, J.) (citing *In re Crazy Eddie* and applying the percentage method).

percentage-of-recovery method allows the court to set "some percentage of the recovery as a fee" by considering the "same 'less objective' factors that are used to determine the multiplier for the lodestar." *Id.* No detailed analysis of lodestar hours or rates is required; rather, the court need only perform a more general "lodestar cross-check," based on its familiarity with the case, and that the percentage fee falls within the range of a reasonable lodestar award to make sure that the percentage does not represent an undue windfall for counsel. *Id.* at 50.

"Federal and, in particular, Second Circuit—case law is clear that where counsel in a class action produce a common fund benefitting all members of the class, an award of attorneys fees, based on a percentage of the recovery, is appropriate . . . and that percentage awards of 25% and over are customary." *Towns of New Hartford and Barkhamsted*, 2007 WL 4634074, *7 (citing *Manual of Complex Litigation Section 14.121* ("[a]ttorneys fees awarded under the percentage method are often between 25% and 30% of the fund")).

For all these reasons, the percentage method is the preferred methodology for determining counsel fees in a common fund case and should be utilized in this case.

III. THE REQUESTED ATTORNEYS' FEES ARE EMINENTLY REASONABLE UNDER THE PERCENTAGE-OF-THE-FUND METHOD AND CONSISTENT WITH SIMILAR AWARDS

The twenty-five percent attorney fee requested here is not only *below* percentage fees that have been awarded by courts throughout the country, particularly within the Second Circuit, it is also *less than* the Class Representatives agreed to in their retainer agreements. Indeed, Connecticut courts and several courts within the Second Circuit determining the appropriate percentage-of-the-fund attorneys' fees to award in cases resulting in common fund settlements similar in magnitude to this matter, have frequently awarded attorneys' fees in the amount of 33-1/3% or close thereto. *See, e.g., Gruber v. Starion Energy, Inc*., 2017 WL 6262409, *1-2,

(Judge Moll approved an award of attorneys' fees equal to 32% of a $2,850,000.00 common fund settlement); *Haddock v. Nationwide Life Insurance Co*., No. 3:01-cv-1552 SRU, 2015 WL 13942222 (D. Conn., Apr. 9, 2015) (approving award of attorneys' fees of 35% of common fund settlement of $140 million); *Spencer v. The Hartford Financial Services Group*, 3:05-cv-1681 (JCH), Doc. 258 (D. Conn., Sep. 21, 2010) (approving attorneys' fees of 30% on $72.5 million common fund settlement); *In re Priceline.com Sec. Litig*., No. 3:00-cv-1884 (AVC), 2007 WL 2115592 (D. Conn. Jul. 20, 2007) (30% of $80 million).

Similar percentage awards have been regularly approved by federal district courts within the Second Circuit.[8] *See, e.g., Strougo ex rel. Brazilian Equity Fund, Inc. v. Bassini*, 258 F.Supp.2d 254 (S.D.N.Y. 2003) (awarding 33-1/3% of $1.5 million); *Maley*, 186 F.Supp.2d 374 (awarding 33-1/3% of $11.5 million) (citing *Newman v. Caribiner Int'l Inc*., No. 99-cv-2271 (S.D.N.Y. Oct. 19, 2001) (awarding 33-1/3% of $15 million)); *In re Blech Sec. Litig*., No. 94-cv-7696 (RWS), 2002 WL 31720381 (S.D.N.Y. Dec. 4, 2002) (awarding 33-1/3% of $3 million); *In re APAC Teleservices, Inc. Sec. Litig*., No. 97-cv-9145 (S.D.N.Y. Dec. 10, 2001) (awarding 33-1/3% of $21 million); *Becher v. Long Island Lighting Co*., 64 F.Supp.2d 174 (E.D.N.Y. 1999) (awarding 33-1/3% of $7.75 million); *Maywalt v. Parker & Parsley Petroleum Co*., 963 F. Supp. 310 (S.D.N.Y. 1997) (awarding 33.4% of $8.25 million); *Cohen v. Apache Corp*., No. 89-cv-0076, 1993 WL 126560 (S.D.N.Y. Apr. 21, 1993) (awarding 33-1/3% of $6.75 million); *In re*

[8] A one-third percentage fee is commonly awarded in other districts courts throughout the country. *See, e.g., In re Ravisent Tech., Inc. Sec. Litig*., No. 00-cv-1014, 2005 WL 906361 (E.D. Pa. Apr. 18, 2005) (awarding 33-1/3% of $7 million); *Faircloth v. Certified Finance, Inc*. 99-cv-3097, 2001 WL 527 489 (E.D. La. May 16, 2001) (awarding 35% of $1.6 million); *In re Safety Components, Inc. Sec. Litig*., 166 F. Supp. 2d 72 (D. N.J. 2001) (awarding 33-1/3% of $4.5 million); *In re Activision Sec. Litig*., 723 F. Supp. 1373 (N.D. Cal. 1989) (awarding 32.8% of settlement); Muehler v. Land O'Lakes, Inc., 617 F. Supp. 1370 (D. Minn. 1985) (awarding 35.5% of $1.55 million).

Allstar Ins. Sec. Litig., No. 88-cv-9282 (PKL), 1991 WL 352491 (S.D.N.Y. Nov. 20, 1991) (awarding 33-1/3% of $2.65 million); *Greene v. Emersons, Ltd*., No. 76-cv-2178 CSH, 1987 WL 11558 (S.D.N.Y. May 20, 1987) (awarding 46.2% of $1.175 million).

As such, an award of a percentage fee of 25% is not only supported by relevant authority, but also, as discussed below, by the specific facts in this matter.

IV. THE REQUESTED ATTORNEYS' FEES ARE FAIR AND REASONABLE WHEN APPLYING THE RELEVANT FACTORS

The Second Circuit has set forth six factors that should be considered in determining the reasonableness of the fee in common fund class action cases: (1) The time and labor expended by counsel; (2) the magnitude and complexities of the litigation (3) the risk of the litigation; (4) the quality of representation; (5) the requested fee in relation to the settlement; and (6) public policy considerations. *Goldberger*, 209 F.3d at 50. These factors have also been considered by Connecticut courts in awarding percentage-of-the-fund attorneys' fees. *See, e.g., Towns of New Hartford & Barkhamsted*, 2007 WL 4634074, *10 (applying *Goldberger* factors to assess reasonableness of requested percentage-of-the-fund attorneys' fees). Consideration of these relevant factors clearly supports an award of a fee of 25% of the Settlement Fund to Class Counsel in this case.

a. Class Counsel Expended Significant Time and Labor

Between this matter and the Federal Action, Class Counsel have spent thousands of hours litigating. Specifically, Class Counsel has expended more than 2,500 hours of time to pursue this case, and more than 350 hours of time to pursue the Federal Action.[9] The time and labor required

[9] This does not include time spent by paralegal and administrative staff, nor does not include time expended by any attorney who worked less than thirty (30) hours on this matter.

to successfully prosecute this litigation and achieve an outstanding settlement for the Settlement Class fully justifies the requested fee.

This case has been vigorously litigated for nearly two years since it was initially filed on May 3, 2023. Such successful litigation required pre-litigation research, the filing of multiple lawsuits, against different parties, and in different courts. Defendants were represented by multiple law firms and the Attorney General's Office, with highly experienced and capable counsel. The Defendants' counsel mounted a vigorous defense at every step of the litigation. *See generally*, Docket Entries (jud.ct.gov); (ecf.ctd.uscourts.gov). Class Counsel expended significant time and resources to overcome the Defendants' defenses in order to obtain this settlement.

The successful litigation of this matter involved:

- Extensive pre-filing investigation; including collecting narratives from the class, reviewing materials and conducting research to ascertain whether there was a plausible cause of action, as well as consultation with experts;

- Drafting comprehensive, fact specific pleadings, including a thirty-six (36) page Complaint, forty-seven (47) page Substitute Complaint, twenty-seven (27) page Federal Complaint, thirty-six (36) page Amended Federal Complaint, all intended to perfect the Class Members' claims against the Defendants in this matter and in the Federal Action;

- Retention of and consultation with various expert witnesses throughout this litigation – including experts in the fields of nursing and economic damages;

- Expedient drafting and argument of a prejudgment remedy, including a thirty-five (35) page application, three days of hearings, a thirty-six (36) page post hearing Memorandum of Law in Support of Plaintiff's Application for Prejudgment Remedy, and a ten (10) page Reply in Further Support;

- Extensive document and deposition discovery, including review and analysis of materials produced by the Defendants as well as production and review of the eight named Plaintiffs' academic records and other responsive materials. In total, seventeen (17) witnesses were deposed. The depositions included eight of the named Plaintiffs and several employees and representatives of the Defendants in this action, representatives of the Office of Higher Education, The Department of

Public Health, and the Board of Examiners of Nursing, and third-party depositions of executives of other nursing schools;

- Significant discovery disputes and motion practice, including multiple "meet-and-confer" conferences;

- Seeking an emergency temporary injunction, including an eight (8) page emergency filing; a twenty-one (21) page response in opposition to Federal Defendant's Motion to Dismiss; one-hundred and nine (109) pages of exhibits; and a settlement conference with Judge Theodore R. Tyma;

- Litigating the Federal Defendants' Motions to Dismiss and accompanying twenty-three (23) page support Memorandum of Law, which challenged every legal theory in Plaintiffs' operative Federal Complaint. Plaintiffs' Memorandum in Opposition encompassed thirty-three (33) pages of law and argument and required extensive research into several novel and contested legal issues;

- Complex class certification proceedings, including the Plaintiffs' comprehensive twenty (20) page Memorandum of Law in Support of Class Certification, and several discussions with Defendants Counsel for their consent;

- Complex settlement negotiations, including no fewer than ten (10) days of in-person mediation sessions, initially with Magistrate Judge Thomas O. Farrish and then with Judge W. Glen Pierson. These mediations continued for months, and were coupled with intense settlement negotiations via telephone;

- Protracted negotiation of the four (4) page Term Sheet, thirteen (13) page Settlement Agreement and its exhibits, including, inter alia, a plan of allocation of the settlement, mail and publication notice (both long and short form), preparation of claim forms and opt-out forms, and ongoing dealings with the Claims Administrator.

See generally, Docket Entries (jud.ct.gov); (ecf.ctd.uscourts.gov); *see also* Cowan Dec. ¶¶ 8-15.

In total, Class Counsel expended over 2,850 hours of time, constituting a lodestar calculation of $1,447,525.00. As such, Class Counsel's request for a 25% fee, totaling $1,250,000.25, is eminently reasonable. This is especially true given that courts routinely not only award class counsel's lodestar but also add a multiplier in determining a reasonable percentage-of-the-fund fee. *In re EVCI*, 2007 WL 2230177, at *17 ("lodestar multipliers of nearly 5 have been deemed 'common' by courts in the Southern District of New York"); *Maley*,

186 F. Supp. 2d at 369 (4.65 multiplier was "well within the range awarded by courts in this Circuit and courts throughout the country"). The reasonableness of this award is only further reinforced by Class Counsel's continuing work on administering claims and seeking additional relief through legislative efforts, which will only increase Class Counsel's lodestar.

b. Class Counsel Undertook This Complex and Large-Scale Litigation, with No Guarantee of Success or Collectability

Courts assessing percentage-of-the-fund fees have long recognized "the risk of success as 'perhaps the foremost' factor to be considered in determining [a reasonable award of attorneys' fees]." *Goldberger*, 209 F.3d at 54. The risk is measured as of the commencement of the case, rather than with the benefit of hindsight after the prosecution of the case proves successful. *Id.* at 55.

The settlement achieved in this matter is remarkable precisely because the risks of litigation here were so substantial. The Plaintiffs faced significant risk that they would be unable to prevail for a multitude of reasons, including, but not limited to, Defendants' ability to pay on a judgment, and Federal Defendants' immunity defenses.

Plaintiffs faced substantial legal arguments by the Defendants that they could not prevail on their asserted causes of action. The Defendants in this action have argued, *inter alia*, that claims against them go to the core of academic decision-making, an area courts traditionally are wary to interfere with. (Entry No. 161.00, at 13). Further, Federal Defendants have argued that their conduct is immune from judgment based on several immunity theories. (ECF No. 62). At the time these matters were resolved by the Parties, there was a pending Motion to Dismiss filed by Federal Defendants on these very issues.

Plaintiffs also faced substantial practical arguments by the Defendants that they could not collect should a judgment be rendered in their favor. Collection of any such judgment was always a risk, since the inception of this action.

Class Counsel undertook this large, complex action on a wholly contingent fee basis, knowing that it would require them to risk a tremendous amount of time and expense to prosecute the action appropriately. As the Second Circuit has observed, the contingent nature of counsel's representation is an important factor in determining a reasonable award of attorneys' fees:

> No one expects a lawyer whose compensation is contingent upon his success to charge, when successful, as little as he would charge a client who in advance had agreed to pay for his services, regardless of success. Nor, particularly in complicated cases producing large recoveries, is it just to make a fee depend solely on the reasonable amount of time expended.

Detroit v. Grinnell Corp., 495 F.2d 448, 470 (2d Cir. 1974) (citation omitted); *see In re America Bank Note*, 127 F. Supp.2d 418, 433 (S.D.N.Y. 2001) ("[I]t [is] appropriate to take this [contingent fee] risk into account in determining the appropriate fee to award.") (citation omitted); *In re Warner Comm. Sec. Litig*., 618 F. Supp. 735, 747 (S.D.N.Y. 1985) ("Numerous cases have recognized that the attorneys' contingent fee risk is an important factor in determining the fee award."), *aff 'd*, 798 F.2d 35 (2d Cir. 1986).

Class Counsel's enormous contingency risk cannot be seriously disputed. Class Counsel litigated Plaintiffs' claims for almost two years in multiple courts, and, in the absence of a fair, reasonable and adequate settlement that properly furthered the interests of the class, was prepared to continue pursuing the Class Members' claims in the face of a pending Motion to Dismiss, with the intention to begin a full trial of this matter in August 2025, even if it meant

risking the loss of their investment (and future investment to prepare for trial) of attorney time and out-of-pocket expenses.

As a matter of economic reality, given the size of each individual class members' claim, absent counsel willing to assume that contingency risk, Class Members would not have received the benefits obtained by this Settlement.

In *Goldberger*, the Second Circuit noted that "[r]isk falls along a spectrum, and should be accounted for accordingly." *Id.* at 54. Taking into account the significant litigation and contingency risks in this case, the attorneys' fees requested by Class Counsel are justified.

c. Counsel has Vigorously and Adequately Prosecuted these Claims

In this case, the quality of the representation of class counsel is best evidenced by the fact that despite being contested at every stage of this litigation, Class Counsel was successful in: (1) prevailing on an early prejudgment remedy application; (2) successfully bringing an emergency temporary injunction to protect the rights of class members; (3) achieving class certification; and (4) while a motion to dismiss was pending, successfully negotiating a settlement resulting in a meaningful recovery for the Class in the amount of $5,000,001.00 and other monetary and equitable forms of relief. This settlement is an exceptional result for the members of the Settlement Class, each of whom stands to recover monetary compensation for the months and years they spent at Stone Academy with nothing to show for it, and offers practical solutions for many to complete their educations.

As this Court has previously found "in light of the history of the conduct of this litigation, the plaintiffs have demonstrated that they will prosecute vigorously this action through qualified counsel. The court finds that the plaintiffs' attorneys, from the law firm of Hurwitz Sagarin Slossberg & Knuff LLC, are highly experienced and able litigators who are eminently qualified

to prosecute this matter on behalf of the plaintiffs and the proposed class." (Entry No. 241.10, at 4).

The ability of Class Counsel to obtain this settlement in the face of such formidable legal opposition confirms the quality of counsel's representation. Class Counsel succeeded while opposed by reputable, experienced and capable litigators with specialized experience in class action defense. The firms retained by Defendants—Cowdery, Murphy & Healy, LLC, Izard Kindall & Raabe, LLP, and the Attorney General's Office, maintain well-deserved reputations for vigorous advocacy in the defense of complex civil cases. Such a result, despite such competent and experienced counsel, confirms the quality of Class Counsel's representation. *See Taft v. Ackermans*, No. 02-cv 7951 (PKL), 2007 WL 414493, at *11 (S.D.N.Y. Jan. 31, 2007) (in determining appropriateness of fee, courts consider backgrounds of the lawyers involved in suit); *In re KeySpan Corp. Sec. Litig*., No. 01-cv-5852 (ARR), 2005 WL 3093399, at *11 (E.D.N.Y. Sep. 30, 2005) ("quality of opposing counsel is also important in evaluating the quality of Class Counsel's work").

e. The Requested Fee is Fully Consistent with the Settlement

As discussed above, the requested fee is not only fully consistent with fee awards in comparable cases within the Second Circuit (and nationally), it is actually *less* than those comparators. Further, in light of the unique circumstances of this case, the intense efforts of class counsel and the extraordinary result obtained on behalf of the plaintiff class beneficiaries, the requested fee is fully reasonable.

The requested fee is also fully consistent with fees "likely to have been negotiated between private parties in a similar case." *In re Aetna Sec. Litig*., 2001 WL 20928, at *14; *accord In re Synthroid Marketing Litig*., 264 F.3d at 718 ("[W]hen deciding on appropriate fee

levels in common-fund cases, courts must do their best to award counsel the market price for legal services, in light of the risk of nonpayment and the normal rate of compensation in the market at the time."); *In re Continental Ill.*, 962 F.2d at 572 ("The object . . . is to give the lawyer what he would have gotten in the way of a fee in an arm's length negotiation.").

Private plaintiffs in Connecticut, and nationwide, in contingent fee complex civil litigation cases involving expert testimony routinely pay fees of 1/3 or more of the total settlement, particularly in cases in which counsel advances any costs associated with prosecuting the claim without any expectation of reimbursement absent a financial recovery – like this case. Indeed, the 25% award requested in this matter is *less than* the retainer agreement in place between the eight named Plaintiffs and Class Counsel. As noted above, such discrepancy is intentional. Class Counsel intends for the majority of the Common Fund to go directly to Settlement Class Members, and as such, is voluntarily lowering their award request to achieve that goal.[10]

f. Public Policy Considerations

"Where it is not economically feasible to obtain relief within the traditional framework of a multiplicity of small individual suits for damages, aggrieved persons may be without any effective redress unless they may employ the class action device." *Deposit Guar. Nat'l Bank v. Roper*, 445 U.S. 326, 339 (1980).

[10] To the extent funds remain after the claims period expires and the settlement is fully executed, including payment to all vendors, Class Counsel reserves the right to have those remaining funds be paid as additional attorneys' fees, not to exceed 1/3 of the Common Fund. Given the fact that the current 25% does not even cover Class Counsel's time in the case to date, and that Class Counsel will be incurring significant additional time to complete the settlement, Class Counsel reserves the right to make an updated application for attorneys' fees to the Court, at the appropriate time.

The public policy consideration in this matter is particularly persuasive in that, absent Class Counsel being willing to take on this matter on a contingency fee basis, it is unlikely that any individual could have afforded to pursue the claims at issue in this matter on their own. *See Bozak v. FedEx Ground Package Sys., Inc*., No. 3:11- CV-00738 (RNC), 2014 WL 3778211, at * 6–7 (D. Conn. July 31, 2014) (noting attorneys who pursue "relatively small claims" that "can only be prosecuted through aggregate litigation" should be "adequately compensated for their efforts."); *see also Maley*, 186 F. Supp. 2d at 374 (S.D.N.Y. 2002) (finding it is "imperative that the filing of such contingent lawsuits not be chilled by the imposition of fee awards which fail to adequately compensate counsel for the risks of pursuing such litigation and the benefits which would not otherwise have been achieved but for their persistent and diligent efforts.").

Absent Class Counsel pursuing this matter on a contingency fee basis, with an agreement to advance litigation costs (and take on the risk of absorbing those costs in the event the claim is unsuccessful), the Class Members *would not* have been able to pursue and maintain this action on an individual basis or had they been required to pay litigation counsel on an hourly basis and all related litigation expenses. *See, e.g., Towns of New Hartford and Barkhamsted*, 2007 WL 4634074, at *9 (acknowledging same).

V. THE LODESTAR CROSS-CHECK SUPPORTS THE REQUESTED FEE

Finally, under *Goldberger*, a court applying the percentage of recovery method is "encourage[d]" to "cross-check" the reasonableness of the fee calculated as a percentage of the common fund by comparing that fee to that which counsel would be entitled under the lodestar method. *Goldberger*, 209 F.3d at 50; *see also Towns of New Hartford and Barkhamsted*, 2007 WL 4634074, at *10. This cross-check serves to ensure that counsel is not receiving a "windfall" from a percentage award without having put in legal time to warrant the award. Where the

lodestar is "used as a mere cross-check, the hours documented by counsel need not be exhaustively scrutinized by the [trial] court." *Id.* The court need not review actual time records, but may rely on summaries, as the reasonableness of the claimed lodestar can be tested by the court's familiarity with the case. *Id.*

The award of attorneys' fees is vested in the sound discretion of the trial court and will only be reviewed for abuse of discretion. Id. at 47–48. Abuse of discretion review of a trial court's fee determination is especially deferential since "the [trial] court, which is intimately familiar with the nuances of the case, is in a far better position to make [such] decisions than is an appellate court, which must work from a cold record." *Id.* The same is true of a multiplier employed by the court.

As discussed above, where counsel has undertaken a difficult matter on contingency and has secured a favorable result for the class, the normal multiplier is 4–5 times the lodestar. *See, e.g., In re EVCI*, 2007 WL 2230177, at *17; *Maley*, 186 F. Supp. 2d at 369.

Class counsel has devoted 2,873.2 hours[11] to the Plaintiffs' claims, as follows:

David A. Slossberg, Esq. – 604.1 Hours

Kristen L. Zaehringer, Esq. – 278.00 Hours

Timothy C. Cowan, Esq. – 1,618.6 Hours

Erica Oates Nolan, Esq. – 224.9 Hours

Kyle A. Bechet, Esq.- 147.60 Hours

Cowan Dec. ¶¶ 20, 24.

[11] This figure does not include the time spent drafting this motion, nor does it account for the continuing administration time, nor the time that will be spent drafting the final approval motion.

The hourly rates for the attorneys principally responsible for the prosecution of this state court, class action litigation are, as follows:

David A. Slossberg, Esq. – $675/hr

Kristen L. Zaehringer, Esq. – $550/hr

Timothy C. Cowan, Esq. – $450/hr

Erica Oates Nolan, Esq. – $475/hr

Kyle A. Bechet, Esq.- $350/hr

Cowan Dec. ¶¶ 20, 24.

At these current hourly fees, the hours devoted by five primary lawyers who participated in the prosecution of this action in excess of thirty (30) hours results in a lodestar, before multiplier enhancement, of $1,447,525.00. In total, Class Counsel has expended over 2,850 hours of legal time in its prosecution of this case. The requested fee of $1,250,000.25 is well below the lodestar and does not seek any lodestar multiplier despite lodestar multipliers being commonly added to attorneys' fee requests.

VI. CLASS COUNSEL ARE ENTITLED TO REIMBURSEMENT OF THE LITIGATION EXPENSES INCURRED IN THE PROSECUTION OF THIS ACTION

The law is well-established that counsel who creates a common fund is entitled to the reimbursement of expenses that they advance to a class. "Courts routinely grant the expense requests of class counsel." *Towns of New Hartford and Barkhamsted*, 2007 WL 4634074, at **10–11; *Taft*, 2007 WL 414493, at *11. "[G]ranting requests for expenses is consonant with the public policy underlying fee awards in common fund cases." *In re KeySpan Corp*., 2005 WL 3093399, at *18. "Since counsel in a class action will necessarily incur substantial costs and expenses over the course of many years and will presumably have paid the expenses by the time

a fee request is considered by the Court, providing for reimbursements of costs and expenses is a component of affording adequate compensation to counsel in order to encourage attorneys to pursue common fund cases." *Id*.

Class counsel has incurred $49,465.23[12] in expenses to date in prosecuting this litigation. *See* Cowan Dec. ¶ 27. Counsel requests that the Court approve reimbursement from the common fund of these expenses.

VII. CONCLUSION

For the foregoing reasons, Class Counsel respectfully requests that the Court award attorneys' fees in the amount of $1,250,000.25, representing 25% of the settlement fund, and reimbursement of Class Counsel's legal expenses in the amount of $49,465.23.

PLAINTIFFS

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

[12] Separate from Class Counsel's costs, as discussed at the Preliminary Approval Hearing, compensation for the Claims Administrator, Atticus Administration, LLC, and the lobbyist Class Counsel retained, Penn Lincoln Strategies, will be deducted from the Common Fund. To the extent there are any delays in the implementation of the Settlement beyond February 26, 2025, Class Counsel has agreed to pay Penn Lincoln Strategies $10,000 toward its total fee, which Class Counsel will seek to recover as costs in this Action.

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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Counsel for Joseph Bierbaum and Richard Scheinberg, Trustee for Creative Career Trust

/s/ Timothy C. Cowan
Timothy C. Cowan

EXHIBIT A

DOCKET NO. X10-UWY-CV-23-6070643-S	:	**SUPERIOR COURT**
RIDENHOUR, TERENCIA, 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 CLASS COUNSEL'S APPLICATION FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, FILED ON BEHALF OF CLASS COUNSEL, HURWITZ, SAGARIN, SLOSSBERG & KNUFF, LLC

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 Class Counsel's application for an award of attorneys' fees in connection with services rendered in the above-captioned action (the "Action), as well as for payments of expenses incurred by HSSK in connection with the Action. I have personal knowledge of the facts stated in this Declaration.

2. HSSK was appointed as Class Counsel by order of this Court (Pierson, J.), on January 2, 2025 (Entry No. 238.10). As such, HSSK is also Class Counsel for the Settlement Class in this Action.

3. My Firm 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 Connecticut General Statutes § 52-251C.

4. Class Counsel agreed to advance all of the costs required to litigate the 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 the Action, and would receive no attorneys' fees.

5. The undersigned represents that the nine named Plaintiffs support Class Counsel's Fee Application.

6. HSSK maintained, and continues to maintain, 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.

7. HSSK, as Class Counsel, has been involved in all aspects of the prosecution and resolution of the Action since its inception, is the only firm appointed as Class Counsel in the Action, and, to date, remains the only firm with an appearance on behalf of the Plaintiffs or the Class.

8. HSSK's work in this matter included extensive pre-filing investigation and research into Stone Academy's academic programming and promises between November 1, 2021 and February 14, 2023. As part of that investigation, HSSK sought and obtained documents relating to the Connecticut Department of Public Health's investigations into the conduct at issue in this matter via Freedom of Information Requests.

9. HSSK attorneys conducted legal research to determine potential causes of action and assessed whether this matter could be certified as a Class Action. Additional research was done to determine whether Class Members sustained a cognizable injury under Connecticut law.

10. HSSK retained and consulted with qualified expert witnesses in furtherance of prosecuting this claim, including experts in the areas of nursing education and economic damages.

11. HSSK attorneys expended significant time conducting legal research and drafting pleadings to: (a) defend against the Defendants' Requests to Revise; (b) support the Plaintiffs' Motion for Prejudgment Remedy; (c) support the Plaintiffs' Motion for Class Certification, (d) oppose Defendants' Motion to Dismiss; (e) oppose Defendants' Motion for Stay; and, (f) support the Plaintiffs' Motion for Emergency Temporary Injunction.

12. HSSK attorneys reviewed thousands of pages of documents in furtherance of pursuing the Class Members' claims, including the Defendants' document productions, the named Plaintiffs' academic records and materials from the Connecticut Department of Public Health and the Connecticut Office of Higher Education.

13. HSSK attorneys prepared for, conducted and/or defended seventeen (17) separate depositions.

14. HSSK attorneys expended considerable time preparing for and conducting settlement negotiations in this matter, including extended discussions with Magistrate Judge Thomas O. Farrish and Judge W. Glen Pierson.

15. HSSK attorneys also devoted significant time to the drafting, editing and finalizing the Settlement Agreement and accompanying documents, including the Motion for Preliminary Approval, Long Form Notice, Short Form Notice, Opt-Out Form, Claim Form and proposed Order.

16. The summary of time contained within this Declaration sets forth the amount of time spent by each HSSK attorney involved in this Action who devoted thirty (30) or more hours

to this Action from its inception through, and including, January 10, 2023 (the date of the filing of the Proposed Order Preliminarily Approving the Proposed Settlement Agreement). *See* Proposed Order, dated January 10, 2025 (Entry No. 243.00).

17. The lodestar calculation for those individuals set forth herein is based on HSSK's applicable hourly rates, which are set in accordance with paragraph 20 below. The time set forth herein was prepared from records prepared and maintained by HSSK.

18. As one of the lead attorneys prosecuting this matter on behalf of HSSK, I reviewed these records to prepare this Declaration. The purpose of this review was to confirm both the accuracy of the time and expenses and the necessity for, and reasonableness of, the time and expenses committed to the litigation. As a result of this review, reductions were made in the exercise of counsel's judgment including reductions made for various electronic mail correspondences, telephone calls, internal office meetings and other miscellaneous items. In addition, all time expended in preparing this application for fees and expenses has been excluded.

19. Following this review and the adjustments made, I believe that the time reflected in the Firm's lodestar calculation and the expenses for which payment is sought as stated in this Declaration are reasonable in amount and were necessary for the effective and efficient prosecution and resolution of the litigation. In addition, based on my and my Firm's experience in similar litigation, the expenses are all of a type that would normally be billed to a fee-paying client in the private legal marketplace.

20. The hourly rates of those HSSK attorneys that worked thirty hours (30) or more hours on this matter are as follows:

a. David A. Slossberg, Esq. – $675 per hour;

b. Kristen L. Zaehringer, Esq. – $550 per hour;

c. Timothy C. Cowan, Esq. – $450 per hour;

d. Erica Oates Nolan, Esq. – $475 per hour; and

e. Kyle A. Bechet, Esq.- $350 per hour.[1]

21. My Firm's rates are set based on periodic analysis of rates used by law firms performing comparable work and that have been approved by courts. Different personnel within the same employment category (e.g., partners, associates, paralegals, etc.) may have different rates based on a variety of factors, including years of practice, years at the Firm, years in the current position (e.g., years as a partner), relevant experience, relative expertise, and the rates of similarly experienced peers at our Firm and other law firms.

22. The total number of hours expended on this Action by HSSK from its inception through and including January 10, 2025, is 2,873.2 hours. The total lodestar for HSSK for that period is $1,447,525.00. My Firm's lodestar figures are based upon the Firm's hourly rates, which do not include litigation costs.

23. The number of hours expended by each HSSK attorney that worked more than thirty (30) hours on this matter with associated lodestar calculations are as follows:

Name	Hours	Hourly Rate	Lodestar
David A. Slossberg	604.1	$675	$407,767.50
Kristen L. Zaehringer	278.0	$550	$152,900.00
Timothy C. Cowan	1,618.6	$450	$728,370.00

[1] Attorneys Zaehringer and Bechet no longer work with HSSK and this reflects their hourly rate at the time they last worked on this matter.

Erica Oates Nolan	224.9	$475	$106,827.50
Kyle A. Bechet	147.6	$350	$51,660.00

24. In addition to those attorneys that worked on this matter, a dedicated paralegal and legal assistant both devoted substantial time to this matter since its inception. They were responsible for filing motions, proof-reading all court filings, setting up and scheduling depositions, calendaring and tracking deadlines, helping prepare discovery responses and compiling exhibits for depositions and court filings. That being noted, Class Counsel is not seeking to add that work to its lodestar calculation.

25. Similarly, in addition to those attorneys listed above, there were several meetings within the Firm with other HSSK lawyers who are not included in the above lodestar calculation.

26. None of the attorneys listed herein and including in my Firm's lodestar for the Action are (or ever were) "contract attorneys." All attorneys and employees of the Firm listed herein work at HSSK's offices at 135 Broad St, Milford, CT 06460. Except for the partners listed herein, all of the other attorneys listed are (or were) W-2 employees of the Firm and were not independent contractors issued Form 1099s. Thus, the Firm pays FICA and Medicare taxes on their behalf, along with state and federal unemployment taxes. These employees are (or were) fully supervised by HSSK's partners and have (or had) access to secretarial, paralegal, and information technology support. HSSK also assigns an email address to each attorney or other employee it employs, including those listed herein.

27. HSSK is seeking payment for a total of $49,465.23 in expenses incurred in connection with the prosecution of this Action from its inception through and including January 10, 2025. The following is additional information regarding the expenses:

Category	Amount
Court Fees	$ 1,747.81
Service of Process	$ 1,234.74
Experts	$ 4,200.00
Depositions / Transcript Fees / Records	$18,105.91
Research	$18,953.85
Copying Charges / Administrative Costs / Travel	$ 5,222.92
Total	$49,465.23

28. The charges for experts include amounts incurred by HSSK to locate and retain expert witnesses as to issues relating to causation and damages in this matter. HSSK relied on these expert consultations to both initiate this matter, as well as for advice throughout the litigation and to ensure that the Plaintiffs could sustain their burden of proof.

29. The deposition and transcript fees reflect the costs associated with conducting several depositions, as well as receiving transcripts from those depositions and other court hearings.

30. The research costs reflect my Firm's expenses for legal research necessary to maintain this Action, and defend against opposing motions.

31. The Copying, Administrative Costs and Travel include expenses relating to technical support, travel to and from depositions and meetings and copying associated with deposition exhibits and discovery responses.

32. The expenses incurred in this Action are reflected in the records of my Firm, which are regularly prepared and maintained in the ordinary course of business. These records

are prepared from expense vouchers, check records, and other source materials and are an accurate record of the expenses incurred.

33. The Settlement provides for a Five Million and One Dollar ($5,000,001.00) cash payment (the "Common Fund") to the Settlement Class, and, if approved, would resolve the Action. In addition to providing relief to the Settlement Class now, the Settlement avoids the substantial risk, expense, and delay of continuing the Action and proceeding to trial, including the risk that the Settlement Class would recover less than the amount of the Settlement Fund at trial, or nothing at all, after additional years of litigation.

34. 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.

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