

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, YOU MUST TAKE ACTION AND SUBMIT A CLAIM FORM, 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

Submit a Claim Form	If you submit a timely and properly completed Claim Form, you are eligible to receive a payment under the Proposed Settlement.	Postmarked on or before February 19, 2025
Object to the Settlement	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.	Postmarked on or before February 19, 2025
Go to a Hearing	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.	Postmarked on or before February 19, 2025
Opt-Out	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.	Postmarked on or before February 19, 2025

*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.

❖ 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) 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, were 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, 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: (800) 836-7204 or by visiting the Settlement Class Website <https://www.stoneacademyclassaction.com/>. 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, were 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 Claim Form within 30 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 Notice 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 Notice 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", available to download at <https://www.stoneacademyclassaction.com/>). 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 February 19, 2025 and returned to Atticus Administration, LLC, as the following address:

Stone Academy Class Action Settlement
c/o Atticus Administration, LLC
PO Box 64053
St. Paul, MN 55164

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 February 19, 2025.

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 at <https://www.stoneacademyclassaction.com/> or call the Settlement Administrator at (800) 836-7204 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 February 19, 2025. 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:

Stone Academy Class Action Settlement
c/o Atticus Administration, LLC
PO Box 64053
St. Paul, MN 55164

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 February 19, 2025.

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 February 19, 2025.

❖ 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

❖ 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 February 3, 2025, 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 <https://www.stoneacademyclassaction.com/> and on the Judicial Branch website at 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 February 3, 2025, and contain a detailed breakdown of the Class Representatives' participation in this matter. This motion will be available at <https://www.stoneacademyclassaction.com/> and on the Judicial Branch website at 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 10:00 a.m. on February 26, 2025 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?

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 February 19, 2025. 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

Stone Academy Class Action Settlement
c/o Atticus Administration, LLC
PO Box 64053
St. Paul, MN 55164

❖ ARE MORE DETAILS AVAILABLE?

Yes, you can obtain additional information by contacting the Class Administrator by either visiting the Settlement website <https://www.stoneacademyclassaction.com/> or calling (800) 836-7204 or contacting Class Counsel (see above).

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