

GLOBAL SETTLEMENT AGREEMENT AND MUTUAL RELEASES

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

I. BACKGROUND INFORMATION

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

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

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

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

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

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

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

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

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

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

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

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

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

II. DEFINITIONS

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

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

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

III. TERMS OF SETTLEMENT

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

IV. IMPLEMENTATION OF SETTLEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

29. Attorneys' Fees, Costs and Expenses, and Incentive Awards to Class Action Plaintiffs.

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

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

V. INJUNCTIVE RELIEF

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

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

VI. RELEASES

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

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

VIII. MISCELLANEOUS

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

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

IT IS SO AGREED.

[signatures on following page]

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

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