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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

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KRYSTIAN WNOROWSKI, individually No. 3:20-CV-1589 (MPS)
and on behalf of all others
similarly situated, MAY 24, 2023

Plaintiff, 5:01 P.M.

vs. TELEPHONIC STATUS CONFERENCE

UNIVERSITY OF NEW HAVEN,

Defendant.

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450 Main Street
Hartford, Connecticut

BEFORE: THE HONORABLE MICHAEL P. SHEA, U.S.D.J.

APPEARANCES:

FOR THE PLAINTIFF:

ANASTOPOULO LAW FIRM LLC
32 Ann Street
Charleston, South Carolina 29403
BY: BLAKE G. ABBOTT, ESQ.
BY: PAUL DOOLITTLE, ESQ.

FOR THE DEFENDANT:

SHIPMAN & GOODWIN LLP
One Constitution Plaza
Hartford, Connecticut 06103
BY: LINDA L. YODER, ESQ.
BY: MICHAEL ALEXANDER KING, ESQ.

COURT REPORTER: Julie L. Monette, RDR, CRR, CRC
(860) 212-6937

Proceedings recorded by mechanical stenography, transcript
produced by computer.

1 (Call to order, 5:01 P.M.)

2 THE COURT: Good afternoon. This is Judge Michael
3 Shea. We're on the record in Wnorowski versus University of
4 New Haven, 20-CV-1589.

5 Let me first verify that our court reporter,
6 Ms. Monette, is on the line and can hear me.

7 COURT REPORTER: Yes, I can.

8 THE COURT: All right. Can I have appearances of
9 counsel starting with Plaintiff's counsel? Can I have
10 appearances of counsel starting with Plaintiff's counsel,
11 please.

12 MR. ABBOTT: Good afternoon. Blake Abbott on behalf
13 of the Plaintiff.

14 MR. DOOLITTLE: Good afternoon. Paul Doolittle on
15 behalf of the Plaintiff.

16 THE COURT: Okay. Is there any other counsel for the
17 Plaintiffs on the line?

18 Okay. And then if I could hear from Defense counsel?

19 MS. YODER: Linda Yoder of Shipman & Goodwin for the
20 Defendants.

21 THE COURT: Okay. Are there any other Defense
22 counsel? Go ahead.

23 MR. KING: I'm sorry, yes, Michael King also from
24 Shipman & Goodwin for the Defendant.

25 THE COURT: All right. Do we have anyone else on the

1 line?

2 All right. So I assume not. So, folks, I gathered
3 you because I have some questions about the papers filed. I
4 know that there was a request made, formally or informally, to
5 have the fairness hearing before Judge Vatti. I thought about
6 that. I don't think that makes a lot of sense. Believe me, I
7 send out as much stuff as I can out to magistrate judges, but
8 since he negotiated settlement -- I shouldn't say "negotiate."
9 I should say he oversaw the negotiations for the settlement. I
10 don't know what that involved, but I don't, strictly speaking,
11 think it's really correct for him to handle the fairness
12 hearing under those circumstances because it's part of a
13 judge's role to determine that the settlement was fair. So I'm
14 going to keep this one myself.

15 So let me turn to my questions. And I've looked at
16 the papers that have been filed for preliminary approval, and I
17 have a few questions. Really these are mostly going to be
18 directed to Plaintiff's counsel, but if Defense counsel would
19 like to chime in, she may, or he may as well.

20 So let me jump in. The class -- the settlement class,
21 as defined, as I understand it, includes all students,
22 undergraduate, graduate, and online students. That seems to be
23 apparent from the, I think, final or penultimate exhibit that
24 the Plaintiffs filed.

25 So here's my question: Why would online students --

1 when I say "online," I mean online-only students, folks who
2 were online-only students in March of 2020. Why -- how are
3 they harmed by anything the Defendant did or did not do in this
4 case?

5 MR. DOOLITTLE: Judge, if we've got online students in
6 there, then it would be the Plaintiff's position that the
7 online students should not be included in that class.

8 THE COURT: I'm sorry. So you're acknowledging that
9 online students should not be included?

10 MR. DOOLITTLE: Yes, sir, sorry. Can you hear me now?

11 THE COURT: Yes, I can, yes.

12 MR. DOOLITTLE: Sorry about that. Yes, I am.

13 THE COURT: All right. That makes sense to me because
14 I don't think such persons would have standing. And, you know,
15 that is something that I kind of need to worry about sua
16 sponte. So that makes sense. And that would, I think, reduce
17 the size of the class by about -- I don't remember the exhibit
18 exactly, but I think it's about 200 students and change, which
19 means -- which is good because it would mean there would be a
20 little bit more money for the remaining students. So I think
21 the class definition should be a little bit modified in that
22 regard, and I can do that in the Preliminary Approval Order.

23 The other question I had is with regard to the tuition
24 credit. And the question, I guess, is this: So as I
25 understand it, in order to get the tuition credit, one of

1 course has to be a member of the class, which requires one to
2 have been a student at the University of New Haven, either
3 undergraduate or graduate, in March of 2020, and one has to
4 enroll in a class beginning in September of 2023 and, as I
5 understand, any semesters thereafter.

6 If that's correct, then it strikes me that this is a
7 credit not likely to be claimed by virtually anyone. And the
8 reason I say that -- and maybe I'm missing something. Correct
9 me if I'm wrong. The reason I say that is I believe someone
10 who is a freshman -- let's take undergraduate -- who's a
11 freshman in March of 2020 would graduate, or would just have
12 graduated probably if they've already held their graduation, in
13 May of this year.

14 Now, if that person was going to stay on, I suppose,
15 for graduate studies, then they might have, at the University
16 of New Haven, they might have reason to claim the credit. I
17 suppose if they lived in the area and had time and wanted to
18 take just a single class, if the University allowed that, maybe
19 then they could claim the credit. If you were a graduate
20 student and, you know, had a long, slow course towards getting
21 your Ph.D., which sometimes happens, and you were still a
22 student, still be a student in September 2023, then you might
23 claim the credit. But those, off the top of my head, are the
24 only circumstances I can think of where a student would be
25 likely to claim the credit.

1 Am I missing something here?

2 MR. DOOLITTLE: Judge, I would say -- this is Paul
3 Doolittle for the Plaintiffs. I would say you're correct, and
4 the only category of students you might have missed would be
5 what seems on a trend these days is the five-year student;
6 right? So if you go on the four-year path, you're correct,
7 that somebody has taken some time off during COVID or, you
8 know, just taking a little bit longer to get done, as some
9 people seem to be doing these days, then that person would also
10 be entitled to that credit as well. But other than that, I
11 think you covered all the categories, Judge.

12 MS. YODER: If I could be heard, Your Honor?

13 THE COURT: Is this Attorney Yoder?

14 MS. YODER: This is Attorney Yoder. And I do work
15 with the University, and we did have discussions about this.

16 THE COURT: Okay.

17 MS. YODER: First of all, there's a fair number of
18 students who get their undergraduate degrees over six years.

19 THE COURT: Okay.

20 MS. YODER: But there are a lot of students who go on
21 and take one or more classes, master's degree classes. For
22 example, if you're a teacher, your pay will go up immensely,
23 and many of our teachers in Connecticut will take their
24 master's degrees over many years because, if they get a
25 master's degree, their income increases. So there are many

1 individuals who would go back for a master's degree. This
2 credit is available for students to take online classes as well
3 as in-person classes.

4 THE COURT: Well, not if they're not in the class.

5 MS. YODER: Well, no, they have to be in the class to
6 begin with. But I'm saying in future years.

7 So I'm an undergraduate. I graduate in June. And now
8 I'm thinking, okay, there's this nice credit. Let me take a
9 class at the University of New Haven either in person or
10 online --

11 THE COURT: Oh, I see.

12 MS. YODER: -- to get credit.

13 And so there are many master's students who take their
14 classes over many years. There are part-time students who
15 would have been students in the spring of 2020 who take their
16 degrees over many years. There are many individuals who,
17 frankly, my age and others who will say, Hey, it's interesting.
18 I might want to take a class, a single class. There are many
19 Ph.D. students.

20 So while we can't say -- I think you are absolutely
21 correct that we do not anticipate that every single potential
22 member of this class -- some people may opt out -- is going to
23 claim this credit, there's a fair number of students who can
24 benefit from this that cover a really broad category and when
25 the University looked at what was -- it thought would be of

1 value to its alumni if it decides that this is something that
2 would be potentially valuable to a large number of members of
3 this class.

4 THE COURT: Okay. A couple questions about that,
5 Attorney Yoder. Has -- in connection with that sort of
6 descriptive analysis, has the University done some kind of
7 internal estimate or analysis of the -- even a range of
8 students that it reasonably expects would take advantage of
9 this credit over the years?

10 MS. YODER: They did not do any kind of true
11 statistical analysis other than -- and, Mike, you may remember
12 the numbers.

13 They looked at how many people they anticipated were
14 not graduating in the spring that were currently enrolled that
15 were likely to re-enroll in the fall. And that -- Mike,
16 correct me if I'm wrong, but that was a few hundred students.
17 It wasn't thousands.

18 MR. KING: Yeah, I think that is correct. I would
19 have to go back and look up the specifics, but I think that's
20 correct.

21 THE COURT: And when you say "a few hundred
22 students" -- I want to understand -- you're talking about folks
23 who are in the class because they were enrolled in March of
24 2024 -- I'm sorry, March of 2020, I misspoke -- and have not
25 yet graduated and, therefore, might -- you know, it's

1 reasonable to assume that they, as long as they're aware of it
2 and get notice of it, that they would exercise or take
3 advantage of this credit. Is that what you're referring to
4 when you say a few hundred?

5 MS. YODER: Yes, that there are students who are on
6 the five- or six-year path towards a regular undergraduate
7 diploma. Again, that doesn't include there are part-time
8 students who are on a longer course, the Ph.D. students who we
9 know often are on a six-year and longer course, people who
10 might want to come back for a master's degree.

11 We did not go into that, frankly, because of the size
12 of the credit and the fact that it was forward looking. They
13 felt they could absorb it no matter how many people took
14 advantage of it. But they did identify that they're
15 anticipating people who already, frankly, probably have
16 enrolled for classes through the fall of next year. And they
17 were anticipating that there was that number of students.

18 Part of what they were looking at, quite frankly, is
19 not trying to go back in time and write a bunch of checks but
20 to give people credit as they applied was easier for them to
21 administer. And so they did look at those numbers for who
22 would be likely to take advantage of this right away.

23 THE COURT: Yeah. Now, another thought or two on
24 this. So I think -- hold on one second. Yeah, so for the
25 final approval hearing, if you sort of struck out the date to

1 take account of the kind of 75 day, following short-term
2 notice, you know, the 14 days, whatever, to get the notice out
3 and the like, I mean we're looking at a hearing in probably --
4 I come up with a tentative date here September 29th, which I'm
5 pretty sure would satisfy those requirements.

6 Now, as a practical matter then, you won't know for
7 sure if the settlement would be finally approved until that
8 day. How would you handle, then, the students who are
9 enrolling for classes beginning in September or whatever it is,
10 late August, of this year?

11 MS. YODER: They would need to give them a credit or
12 reimbursement, and we did have that discussion with them, Your
13 Honor.

14 THE COURT: Okay.

15 MS. YODER: It was a rather lengthy process. We
16 talked about whether we should try to push this out.

17 And, again, Mike, jump in.

18 Because we had lots of back-and-forth in this case.
19 But we did talk to them about, say, in January 2024. And they
20 were -- after they looked at the numbers, they were comfortable
21 feeling that they weren't going to end up needing to reimburse
22 6,428 people, but --

23 THE COURT: Yeah, I think that's a reasonable
24 assumption on their part.

25 MS. YODER: Right. But that they could reimburse a

1 few hundred people and that the administrative burden would not
2 be too great.

3 Mike, is that your recollection as well?

4 MR. KING: Yeah, yes.

5 THE COURT: Okay. So -- okay. So the way this would
6 work as a mechanical matter is, should the Court approve, give
7 final approval on September 29th, then the University would
8 process a tuition credit for folks who had -- were members of
9 the class and who had enrolled in September and who -- I think
10 you have to specifically request a credit too; is that right?

11 MR. KING: Yes.

12 MS. YODER: Yes. I believe we put it in. But, again,
13 they've talked to us about, you know, they're going to
14 publicize it. They're not trying to -- they're going to keep a
15 list --

16 THE COURT: Yeah.

17 MS. YODER: -- and, if it's good, hopefully trigger
18 who's eligible so they can say, "Hey, you're eligible" and have
19 their registrar understand that. But they didn't want -- they
20 preferred not to have the administrative burden of, "Oops, we
21 missed somebody." So they really wanted it to be, "Please
22 request it."

23 THE COURT: Yeah.

24 MS. YODER: But they have the list so that they will
25 have that list, because it is a one-time credit. And,

1 obviously, once you use it, we cross you off the list and our
2 list will get smaller.

3 THE COURT: Right. So by the time of the fairness
4 hearing, then, in late September, you should have a clear idea
5 of: A, who's requested the credit; and, B, even if they
6 haven't requested the credit, who is entitled to the credit.
7 And I don't mean "who." I mean the number of people, as of the
8 hearing. That is to say, I recognize, of course, that the
9 credit extends out, as far as I can see, indefinitely from the
10 language of the agreement. But, you know, it seems for
11 five-year students it's likely you will see that credit
12 exercised in September and maybe the following September as
13 well, September 2025.

14 But you will have a number that I can ask you about at
15 the hearing, say, okay, well, how many students that are class
16 members enrolled for class this fall and/or how many such
17 students requested the credit?

18 Am I right about that?

19 MS. YODER: Yes, we should be able to have that number
20 by the end of September. Sometimes people will drop and add
21 late, but it would be such a minimal change that the number
22 would be close.

23 THE COURT: Okay. I think that's going to be
24 important here. And I'll be very -- I'll lay my cards on the
25 table. I think that, frankly, it would be helpful for me to

1 get that information probably by the time of the, you know,
2 enrollment deadline, which is probably what? Mid-September?
3 You don't have to tell me now, but my guess is usually you have
4 to enroll for classes by -- I don't know -- a week or two after
5 the start of classes at the latest.

6 MS. YODER: Right. I would think even in August we
7 could give you a preliminary number, if that would be helpful.

8 THE COURT: I think it would be because, obviously,
9 that helps me understand the likely total economic impact of
10 the settlement, which is of course important, recognizing that
11 there is this open-ended credit that could be claimed later but
12 also recognizing that, you know, to some degree the number of
13 people who are going to be claiming it after September of 2025
14 I think it's reasonable to assume it's likely to be smaller and
15 smaller as time goes on. There still may be some but ...

16 If the parties disagree with that, they can say that
17 in the brief.

18 And it's important of course -- this is sort of the
19 kicker -- it's important to understand the total economic
20 impact in order for the Court to assess what would be fair and
21 reasonable attorney's fees in this case.

22 So I just want to put my cards on the table on that.
23 You know, if the settlement is worth \$1.2 million, at the end
24 of the day, my assessment, or likely assessment, then that
25 might suggest one thing about the appropriate level of

1 attorney's fees. On the other hand, if the settlement is worth
2 1.8 million as sort of a likely total economic figure, then
3 that might suggest we set something other about the proper
4 number of attorney's fees to approve in this case. So that's
5 sort of why I wanted to have that discussion now.

6 Okay. The only other -- are there any questions about
7 any of that, first of all?

8 MS. YODER: No, Your Honor.

9 MR. DOOLITTLE: No, Your Honor, not at all.

10 THE COURT: Okay. The other thing I wanted to mention
11 is I think there was -- unless I -- I might have misunderstood.
12 There were one or two questions I had on the Proposed Order
13 Granting Preliminary Approval. I might make some words missing
14 changes, but we don't have to go through that now because
15 that's not going to affect substantively anything.

16 Oh, yeah, actually, only one or two on the proposed
17 order but then one or two are on the Settlement Agreement as
18 well.

19 So on the proposed order, just a very bare comment,
20 paragraph 15 says that no later than 30 days -- this is in the
21 proposed order of approval. This is Document ECF No. 133-3 on
22 the docket, page 6. "No later than 30 days following the entry
23 of this Order, UNH shall cause the Short Form Notice to be
24 published once in *The Charger Bulletin*, the student newspaper
25 of UNH, or a publication with comparable reach."

1 What does that last bit mean? In other words, is
2 there some other publication that UNH has that's likely to go
3 to the students, or is -- I just would sort of like to know
4 what that -- what that means.

5 MR. KING: My recollection, if I may, Your Honor, that
6 was just meant to be a catch-all, and that is as we were
7 evaluating what it would be. But I think once we identified
8 that *The Charger Bulletin* is the main publication for the
9 University, that was testified. And I think the catch-all
10 language was probably just left. So my understanding is that
11 it would be *The Charger Bulletin*.

12 THE COURT: Attorney Yoder, do you have a view on
13 whether it should be anything other than *The Charger Bulletin*?

14 MS. YODER: No, Your Honor. I'm fine with it being
15 *The Charger Bulletin*. I don't think it's going anywhere. I
16 think it's still going to exist. We tend to always cover our
17 bases that way, but I don't think it's going anywhere.

18 THE COURT: Does it publish over the summer months?

19 MS. YODER: Boy, that I don't know.

20 Mike, do you know?

21 MR. KING: I do not know.

22 THE COURT: Okay. How would -- how would UNH get in
23 touch with its students ordinarily over the summer if it
24 needed -- you know, if there's a problem with the grade report
25 or -- would they call? Would they e-mail? How would they do

1 that?

2 MS. YODER: I think e-mail is the most -- if we're
3 talking about individual students, obviously, publications
4 online on their website for students who bother to look.

5 MR. KING: Yeah.

6 MS. YODER: But I think every student who's active --
7 and that's part of the problem is you may be trying to reach
8 inactive students who, you know, for every student who's
9 active, they're likely to have a student account --

10 MR. KING: Yeah.

11 MS. YODER: -- and often would get messages from those
12 student accounts from the registrar. But for students who
13 graduated in the spring of 2020, their e-mails might have been
14 a UNH e-mail that they don't even use anymore or look at
15 anymore.

16 So I'm not exactly sure. We can certainly look into
17 that. But I don't know that they feel that they could
18 necessarily have e-mails for those students.

19 THE COURT: Okay. I mean I recognize, of course, the
20 settlement administrator is going to be getting contact
21 information. And so -- but I'm wondering what the
22 publication -- I mean at some level I get -- the question is:
23 What value does publication have? Or what -- and I'm just sort
24 of wondering. Honestly, I don't know. I mean UNH students
25 come from, I take it, all over the place. But is there -- is

1 there -- like does the *New Haven Register* make sense, or is
2 there some other publication that would be more likely to
3 capture attention over the summer months?

4 MS. YODER: I think -- a large majority of UNH
5 students are Connecticut students.

6 THE COURT: Okay.

7 MS. YODER: Many students -- I know my children
8 graduated many years ago now, and I still get from the
9 university the particular university magazines.

10 THE COURT: Sure.

11 MS. YODER: Whether people are going to read it or not
12 is another matter.

13 THE COURT: Yeah, right.

14 MS. YODER: Whether they care or not is another
15 matter. But many people do, you know, as alumni, you continue
16 to get these publications. And I think that's why they focus
17 on that. I think it is their primary way of linking to alumni,
18 who they hope, of course, to be favorable to the university and
19 maybe make contributions and things over the years.

20 THE COURT: Sure.

21 MS. YODER: So I think it is their preliminary link
22 that active or interested alumni would reach, so I think having
23 it in that publication is helpful. I think having an
24 additional publication in local Connecticut news, I don't think
25 anything there would be, you know, cost prohibitive, I would

1 hope.

2 THE COURT: Okay.

3 MS. YODER: The local online publications.

4 THE COURT: Okay.

5 MS. YODER: We could certainly look into that.

6 THE COURT: Yeah, I think that would be worth doing.

7 I take it that this alumni magazine, which I think is a good
8 idea that you were suggesting, that's not *The Charger Bulletin*.
9 That's something else; right? That's an alumni magazine.

10 MS. YODER: I would have to check with them. I am not
11 an alum. And, therefore, I can check with them who gets *The*
12 *Charger Bulletin* versus the, you know, kind of a quarterly
13 alumni magazine. But we can look back and try to determine
14 which publication would have the most -- the best circulation
15 to alumni, because I really think that is our target audience.

16 THE COURT: I think you're right. I guess the only
17 other issue is, would it be -- does the UNH ever do, you know,
18 blast e-mails to its alumni? That might be even cheaper,
19 honestly. So you might want to look into that.

20 So why don't we do this: Why don't we have -- I'll
21 ask Attorney Yoder to look into that for us. And then just
22 file a short statement on the docket about it, let's say,
23 within seven days? Would that be doable?

24 MS. YODER: If I could have just a little longer
25 because of the holiday weekend and the fact that universities

1 tend to graduate mid-May and people disappear.

2 THE COURT: All right. I'll give you 14 days, but the
3 sooner, the better obviously. I'll make it June 7th then.

4 MS. YODER: Very good.

5 THE COURT: Okay. Because we may have to, yeah,
6 tinker with that particular paragraph.

7 Now, I had one or two -- okay. So I think the last
8 issue for me was -- let me just get the Settlement Agreement by
9 me.

10 Okay, yeah. So I have the Settlement Agreement, and
11 we have two different provisions. One is the definition of
12 "effective date," which is -- this is on page 6 of the
13 Settlement Agreement.

14 It says, "'Effective date' means the first date after
15 which all of the following events and conditions are met or
16 have occurred: (i) the Parties' counsel have executed the
17 Settlement; (ii) the Court has entered the Preliminary Approval
18 Order; (iii) the Court has entered the Final Judgment; (iv) the
19 Final Judgment becomes Final."

20 So pretty far along in the process. Clearly, we're
21 not there yet. Well after the final approval hearing.

22 So then if you go to paragraph 7, which is on page 12
23 of the agreement, it says, "No later than seven days after the
24 Effective Date, UNH will send to the Settlement Administrator
25 the names of the potential Settlement Class Members."

1 Is that what you meant? That UNH would have an
2 obligation to send the settlement administrator the names of
3 potential class members potentially up until seven days after
4 the judgment becomes final in this case?

5 MR. DOOLITTLE: I think Your Honor's correct that in
6 the sense we made that earlier and we need to change that.

7 THE COURT: Yeah. While you're -- before you change
8 that, I think there was another tiny provision. I got kind of
9 confused.

10 Yeah, so go to paragraph 17 on page 16. There's yet
11 another tiny provision that says, "Within fourteen days of the
12 entry of the Preliminary Approval Order, UNH will produce to
13 the Settlement Administrator a list of the University
14 Registrar's records that includes the names and last known
15 emails and postal addresses, to the extent available, belonging
16 to all Potential Settlement Class Members."

17 So I just got very confused with this because we have
18 a 7 days from the effective date and we've got 14 days of the
19 entry of the Preliminary Approval Order to do what seems to be
20 the same thing. Am I misreading this? Am I missing something?

21 MS. YODER: I agree that it seems to be duplicative.
22 Let's see. I agree that it looks like paragraph 17 is the
23 paragraph that should govern.

24 THE COURT: Yeah.

25 MS. YODER: And maybe what's important -- right. I

1 don't -- I don't -- I see paragraph 7 -- I mean it says "no
2 later than," but it's already going to have been done earlier.
3 So I see paragraph 7 as kind of a redundant paragraph.

4 And, Mike, can you think of any reason why we have
5 that in there and don't need it? Clearly, if we -- if we
6 picked up after this call, we will let you know the 14-day
7 period, but it does seem unnecessary to me.

8 MR. KING: Yeah, the only thing that comes to mind,
9 I'm just looking at the word "potential." Would it make more
10 sense if it was either settlement class members, those who we
11 know are actually in the class after that by that time but that
12 would already be, I think, known to the settlement
13 administrator, who is gathering --

14 THE COURT: I tell you what. I tell you what, folks:
15 Here's what I think should happen. I don't want -- I mean
16 this, I assume, was negotiated carefully and a lot of time has
17 been spent and I'm sort of picking pieces of it.

18 Why don't you do this: Why don't you sort of meet and
19 confer about this, about paragraph 7, 17, the definition of
20 "effective date." And then file -- get together and file
21 something jointly, whether it be an amendment to the agreement,
22 whether it be simply a statement to go along with the
23 agreement, that, you know, Don't pay attention to paragraph 7
24 or some language of paragraph 7. I don't really care. But I
25 think -- I just want clarity on this. And I think the classes

1 do as well.

2 So if we could -- if I could have you meet and confer.
3 Let's do the same June 7th deadline and file a statement that
4 would clarify the timing provision in the agreement as
5 discussed on the call and also provide more information to the
6 Court about an appropriate -- an appropriate venue or venues
7 for publication as described in paragraph 15 of the Preliminary
8 Approval Order.

9 Is there any objection to that?

10 MS. YODER: No, Your Honor.

11 MR. DOOLITTLE: None whatsoever, Your Honor.

12 THE COURT: Okay. Very well. I think that's all I
13 have.

14 So -- sorry. There is one, I guess, one other thing.
15 Paragraph 37, I'm just more confused by this paragraph. It
16 says, "After the Short Form Notice is disseminated, and no
17 later than ten days after the Final Approval Hearing, Class
18 Counsel, in coordination with UNH's Counsel, shall request the
19 Court that the Court submit a Final Judgment, substantially in
20 the form attached hereto as Exhibit D, which will, among other
21 things," do the things listed in the next paragraphs.

22 I'm not quite sure what you have in mind there. Am I
23 to propose to you a final judgment 10 days before the final
24 approval? What do you have in mind in that paragraph?

25 MR. DOOLITTLE: Judge, I think you have correctly

1 spotted another error during our thoroughly reviewing this,
2 which I'm embarrassed to say got through, but we can correct
3 that at the same meet-and-confer.

4 THE COURT: Why don't you do that. I don't really
5 understand that paragraph. Let me see if there's anything else
6 that I had.

7 MS. YODER: I will admit, Your Honor, that we took
8 this Settlement Agreement in large part from other approved
9 proposed settlement agreements, and we tried to catch things
10 that didn't make sense. But some things have slipped through.

11 THE COURT: That's why I get the big bucks; right? To
12 check this stuff.

13 Okay, I think that's all I have, folks. I think the
14 proposal basically looks fine. You know, and so I'm going
15 to -- I expect that I'll be approving this order, but I do want
16 to have you folks meet and confer about those subjects first.
17 And we'll wait till after June 7th.

18 If we need another call, we'll schedule another call.
19 I hope not. I hope whatever you file will answer my questions
20 and take care of these issues. But we'll issue an order about
21 our call today setting that June 7th deadline for these
22 follow-up items. All right. Is there anything else we need to
23 discuss today?

24 MR. KING: None from the Plaintiffs. I just thank the
25 Court for his time and attention.

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THE COURT: Sure.

MS. YODER: Same for the Defendants, Your Honor.

THE COURT: All right. Thank you both. Take care.

(Proceedings concluded at 5:38 p.m.)

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C E R T I F I C A T E

KRYSTIAN WNOROWSKI VS. UNIVERSITY OF NEW HAVEN
NO. 3:20-CV-1589 (MPS)

I, Julie L. Monette, RDR, CRR, CRC, Official Court Reporter for the United States District Court for the District of Connecticut, do hereby certify that the foregoing pages are a true and accurate transcription of my shorthand notes taken in the aforementioned matter to the best of my skill and ability.

/S/ JULIE L. MONETTE

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