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The Honorable Sean O'Donnell

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

ALEXANDER BARRY, individually and on
behalf of all others similarly situated;

Plaintiff,

v.

UNIVERSITY OF WASHINGTON,

Defendant.

No. 20-2-13924-6-SEA

**DECLARATION OF EDWARD
CIOLKO IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARD**

1 I, Edward Ciolko, state the following facts are true to the best of my personal knowledge:

2 1. I am an attorney admitted to practice law in the District of Columbia and am
3 admitted *pro hac vice* to appear before this Court. I am a partner at Sterlington, PLLC, and counsel
4 to Plaintiff Alexander Barry (“Plaintiff”) and the Class previously certified in this case. I am over
5 18 years of age and have personal knowledge of the facts stated in this declaration. If called as a
6 witness, I could and would testify competently to them.

7 2. I make this declaration in support of Plaintiff’s Motion for Attorneys’ Fees, Costs,
8 and Service Award, filed contemporaneously.

9 3. On September 16, 2020, Plaintiff initiated this litigation and on December 7, 2020,
10 he filed his First Amended Complaint.

11 4. Defendant University of Washington (“Defendant” or “UW”) (collectively with
12 Plaintiff, the “Parties”) filed a motion to dismiss Plaintiff’s First Amended Complaint. The Court
13 denied Defendant’s motion as to Plaintiff’s claims for breach of contract, breach of implied
14 contract, and unjust enrichment.

15 5. On November 2, 2021, the Parties attended mediation before the Hon. Diane M.
16 Welsh (Ret.) at JAMS but were unsuccessful in their attempts to resolve this litigation.

17 6. Plaintiff propounded multiple sets of written discovery upon Defendant, including
18 requests for admission, requests for production, and interrogatories. In response to the requests for
19 production, Defendant produced 47,305 documents totaling 180,167 pages, including Class
20 Members’ data. Plaintiff took the deposition of ten (10) fact witnesses who were employees of
21 Defendant, including high ranking officials and Defendant’s expert witnesses: Dr. Turner and Mr.
22 Hansen (twice). Defendant’s experts collectively produced three reports.

23 7. Defendant also propounded two (2) sets of written discovery on Plaintiff, including
24 requests for admission, requests for production, and interrogatories. In response to Defendant’s
25 requests for production, Plaintiff produced 95 documents totaling 1,602 pages. Defendant took the
26 depositions of Plaintiff and his expert (twice).

1 8. Throughout the discovery process, Plaintiff engaged Defendant in meet-and-
2 confers to resolve discovery disputes without the Court’s intervention.

3 9. On November 23, 2022, Plaintiff moved for certification of the Class. On June 28,
4 2023, the Court granted Plaintiff’s motion.

5 10. Defendant then filed an Amended Answer to add an additional affirmative defense.

6 11. On June 20, 2024, the Parties filed cross-motions for summary judgment and
7 Defendant moved to exclude Plaintiff’s expert. Plaintiff opposed both motions and Defendant
8 opposed Plaintiff’s motion for summary judgment. Ultimately, Plaintiff prevailed against
9 Defendant’s efforts to exclude his expert. Plaintiff also prevailed on 4 out of 9 affirmative defenses
10 for which he sought summary judgment and was able to defeat Defendant’s motion for summary
11 judgment on his breach of implied contract claim. Defendant prevailed on the remaining
12 affirmative defenses and summary judgment was entered in favor of Defendant on Plaintiff’s
13 claims for unjust enrichment and breach of an express contract.

14 12. Thereafter, Plaintiff conferred with Defendant on a pre-trial schedule, completed
15 the Court’s Pre-Trial Conference Order, exchanged witness and exhibit lists with Defendant,
16 submitted time estimates for trial, filed a joint motion in limine, filed his own motions in limine,
17 filed an ER 904 notice, prepared trial subpoenas, began his proposed jury instructions, exchanged
18 juror questionnaire questions with Defendant, and began working with Defendant on stipulated
19 facts.

20 13. Defendant filed a motion for reconsideration of the Court’s order on summary
21 judgment while the Parties prepared for trial. Specifically, Defendant sought reconsideration of
22 the Court’s order that Plaintiff’s claims as to the Spring 2020 quarter were not barred by the
23 Voluntary Payment Doctrine. The Court granted Defendant’s motion for reconsideration and
24 dismissed Plaintiff’s claims as to the Spring 2020 quarter.

25 14. Based on the Court’s order granting reconsideration, only the ten (10) days during
26 the Winter 2020 quarter that were transitioned to remote-only education remained at issue.

1 15. At various points, the Parties discussed settlement without success. The Parties
2 initially had an unsuccessful mediation on November 2, 2021. As the trial date approached along
3 with the Court’s mediation/ADR deadline, the Parties negotiated for several weeks at arms’ length
4 with the help of mediator Chris Anderson of Kubik Mediation Group. On January 2, 2025, the
5 Parties ultimately reached agreement on the pertinent key terms. The Parties then diligently
6 collaborated to memorialize the Settlement and notice documents.

7 16. The Parties agreed that Defendant would pay \$4,000,000.00 in exchange for a
8 release. At the point of settlement, litigation costs were substantial and were only poised to increase
9 as the Parties were on the eve of trial, especially since Defendant implied that it may seek
10 decertification of the Class.

11 17. As part of the settlement, the Parties agreed that the amount of the Fee & Cost
12 Award shall be determined by the Court based on petition from Class Counsel, with Counsel
13 limiting their request for attorneys’ fees to no more than 30% of the Settlement Fund (i.e.,
14 1,200,000) in attorneys’ fees. t.

15 18. Sterlington, PLLC’s lodestar is \$540,860.00 and a chart breaking down the lodestar
16 is as follows:

Sterlington Fees (November 2023-May 2025)*

Name	Title	Hours	Rate	Total
Edward Ciolko*	Partner	434.6	\$980.00	\$425,908.00
Jen Kraus-Czeisler	Partner	2.7	\$980.00	\$2,646.00
Eric Small	Of Counsel	0.2	\$835.00	\$167.00
Arturo Pena	Of Counsel	60.6	\$695.00	\$42,117.00
Parker Yagman	Associate	119.0	\$535.00	\$63,665.00
Kenny Molina	Paralegal	12.5	\$285.00	\$3,562.50
Hope VanEtten	Paralegal	8.1	\$345.00	\$2,794.50
				\$540,860.00

*Mr. Ciolko's time includes hours expended at his prior firm, Lynch Carpenter, LLP, Co-Lead Class Counsel of this action. His time is not duplicated or included in Lynch Carpenter, LLP’s fee petition.

25 19. Additionally, Sterlington PLLC incurred \$33.37 in costs A chart breaking costs
26 down is as follows:

Name	Line description	Amount
King County Superior Court	Regular copy fees for court documents 4.3.24	3.49
PACER Service Center	Regular copy fees for court documents 5.3.24	11.40
King County Superior Court	Regular copy fees for court documents 11.12.24	11.74
King County Superior Court	Regular copy fees for court documents 11.18.24	6.74
		\$33.37

20. Sterlington PLLC (“Sterlington”) is an international litigation powerhouse, staffed with attorneys devoted to Complex Litigation Consumer Class Actions, Cybersecurity and Data Privacy, Crypto and Web3 practice groups, among others. Attorneys in Sterlington’s Complex Litigation group have collectively secured over half a billion dollars in redress for harmed consumers and businesses over decades of experience devoted solely to plaintiffs’ side class action litigation.

21. Currently, Sterlington represents aggrieved consumers and businesses in courts across the country in class actions alleging violations of state and federal law. Sterlington’s Complex Litigation group has a deep reservoir of attorneys devoted to rectifying consumer harm (including violations of UDAP, ERISA, ECOA and antitrust laws), data privacy injuries, and other common law claims. Sterlington is presently litigating novel issues across the spectrum of different subjects that touch class action cases (including, but not limited to, abusive banking/lending practices, Coronavirus-19 college fees/tuition refunds (such as this action), data breach/theft, online privacy, misleading product advertising, usury, biometrics, algorithmic price-fixing, and unlawful monopolization).

22. Additionally, Sterlington partners have represented and currently represent consumers who were discriminated against relating to banks' alleged discriminatory lending practices, including *In re Wells Fargo Mortgage Discrimination Litig.*, Case No. 3:22-cv-00990-JD (N.D. Ca., 2022); consumers who were unilaterally enrolled in financial and/ or insurance products and services that the consumers knew nothing about, never agreed to, and did not want (*In Re: Wells Fargo Unauthorized Products Litig.*, Case No. 3:24-cv-01223-TLT (N.D. Ca. 2024) and was recently appointed as one of Co-Lead Counsel in the Bank of America unauthorized opening of consumer credit, checking and other product accounts litigation (*In Re: Bank of*

1 *America Unauthorized Account Opening Litig.*, Case No. 3:23-cv-422-MOC-DCK. Dkt. No. 65
2 (W.D. NC) (Judge Max O. Cogburn, Jr.).

3 23. During the past five years, Class Counsel, including the undersigned, has fully
4 briefed motions to dismiss, class certification, and motions for summary judgment, conducted
5 discovery resulting in voluminous document production, defended Plaintiff's deposition, took
6 Rule 30(b)(6) depositions, retained and advanced costs for an expert witness, issued notice to the
7 class following class certification, conducted substantial research regarding the legal issues, and
8 prepared for trial. As shown by the record here, Class Counsel is qualified.

9 24. I, personally, have extensive experience in class action litigation generally, and in
10 this case specifically. Before joining Sterlington, I was a partner with Lynch Carpenter, LLC
11 where I helped spearhead dozens of COVID-19 University tuition/fee reimbursement cases across
12 the country, including this one. Alongside my co-counsel and current and former colleagues, I
13 have taken part in and advised on every aspect of the case; from case evaluation through settlement.
14 I believe that lead counsel in this case have done thorough and excellent work in a quite novel case
15 during unique times.

16 25. To Class Counsel's knowledge, no other matter involving similar claims has been
17 resolved by trial.

18 26. Class Counsel believe that this settlement is fair, adequate, and reasonable based
19 on the totality of the circumstances.

20 27. Based on the foregoing, all relevant factors favor granting the requested attorneys'
21 fees.

22 I declare that the foregoing is true and correct under penalty of perjury under the laws of
23 the United States and the State of Washington.

24 Executed this 16th day of May 2025, in Fort Washington, Pennsylvania.

25
26 /s/ Edward Ciolko
27 Edward Ciolko
28