

Exhibit 6

STATE OF MICHIGAN

COURT OF CLAIMS

GRANT BAUSERMAN and TEDDY BRO,
individually and on behalf of a class of
similarly-situated persons,

Plaintiff,

Case No. 2015-202-MM

HON. DOUGLAS B. SHAPIRO

v

MICHIGAN UNEMPLOYMENT INSURANCE
AGENCY,

Defendant.

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Jennifer L. Lord (P46912)
Kevin M. Carlson (P67704)
Attorneys for Plaintiff
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**AFFIDAVIT OF JENNIFER L. LORD IN SUPPORT OF
PLAINTIFFS' MOTION FOR ATTORNEY FEES, REIMBURSEMENT
OF COSTS, AND REQUEST FOR A SET ASIDE FOR ADMINISTRATIVE COSTS**

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PLAINTIFFS' MOTION FOR ATTORNEY FEES, REIMBURSEMENT
OF COSTS, AND REQUEST FOR A SET ASIDE FOR ADMINISTRATIVE COSTS**

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

Jennifer L. Lord states as follows in support of Plaintiffs' Motion for Attorney Fees, Reimbursement of Costs, and Request for a Set Aside for Administrative Costs:

1. I am a partner in the law firm of Pitt, McGehee, Palmer, Bonanni & Rivers, P.C. ("Pitt McGehee"). Pitt McGehee is a 11-attorney firm based in Royal Oak, Michigan, the largest firm in Michigan representing workers as plaintiffs in civil rights and employment related matters, including claims based upon individual and class-wide violations of state and federal civil rights.

2. I drafted the Plaintiffs' Motion for Attorney Fees, Reimbursement of Costs, and Request for a Set Aside for Administrative Costs and can attest to the accuracy of the statements and claims made in the Motion. I personally reviewed the accounting of the costs and personally calculated the requested attorney fee.

3. I, along with my law partners Michael L. Pitt, Beth M. Rivers, and Kevin M. Carlson ("the Core Team") have been involved with this case since the pre-suit investigation into claims that the Michigan Unemployment Insurance Agency was using a computer algorithm to determine whether claimants committed fraud in connection with their claims for unemployment benefits and in the process, falsely accused claimants of fraud, and wrongfully seized property from claimants falsely accused of fraud.

4. In addition to the Core team, numerous firm associates and law clerks worked on this case researching, writing, interviewing potential claimants, and updating the database. The

team also represented dozens of individuals who appealed UIA fraud findings through the Agency administrative appeals process.

5. In the Summer of 2015, the Core Team researched and analyzed the proper venue, statute of limitations, potential accrual dates, and legal claims to provide a framework for a successful class action. We interviewed potential class representatives and members, created a claimant database, consulted with experts knowledgeable about the inner workings of the Unemployment Insurance Agency, held organizational meetings, and drafted the Class Action Complaint that was filed in the Court of Claims on September 9, 2015.

6. The team regularly interviewed new class members and potential class representatives and identified two new putative class representatives, necessitating the filing of an amended complaint on October 19, 2015.¹

7. Defendant filed motions to dismiss both the original complaint and the amended complaint.

8. The trial court permitted some paper discovery in advance of the required responses to the Defendant's motion to dismiss and I personally reviewed and organized every page of the approximately 10,000-page production.

9. The Core Team researched the legal issues raised in Defendant's Motion to Dismiss, a time-consuming proposition because the issues raised included Constitutional issues, immunity, and accrual. The legal issues raised in this case were novel and resulted in two separate appeals to the Michigan Supreme Court. The Core team drafted the Response to the Motion for

¹ Ultimately, there remain 2 putative class representatives, Grant Bauserman and Teddy Broe. Both signed contingent fee agreements with the firm (Exhibit 1).

Summary Disposition, and I argued on behalf of Plaintiffs before now retired Court of Claims Judge Cynthia Stephens. Judge Stephens denied the Motion to Dismiss.

10. Plaintiffs filed their Motion to Certify the Class in compliance with the requirements of MCR 3.501 (B) (1) on December 9, 2015. Like the responses to the Motions to Dismiss, Motions for Class Certification are complicated and time intensive.

11. On July 25, 2016, Defendant appealed the Court of Claims denial of its Motion to Dismiss. On July 18, 2019 the Court of Appeals reversed the trial court's denial of the Motion to Dismiss. The basis of the decision was the Court of Appeals reasoning that Plaintiffs' Complaint was untimely because it was not filed within 6 months of the accrual of the claim.² The Core Team again devoted substantial resources to the research and briefing of the Appeal.

12. The Plaintiffs appealed the Court of Appeals decision, seeking leave in the Michigan Court of Appeals. The team thoroughly researched and briefed the issue of when the claim before the court accrued for purposes of a timely filing under the Michigan Court of Claims Act. This issue was novel and the subject of an ongoing debate in Michigan Courts for many years. On April 5, 2019, the Court ruled in favor of Plaintiffs finding that an action accrued for purposes of compliance with the Court of Claims Act, when the tort was complete (when the class members money was seized) and not when they were notified that the State believed that they committed fraud. The Supreme Court then remanded this action back to the Court of Appeals to rule on an alternate theory that Defendant presented in its original 2015 Motion to Dismiss, namely whether a plaintiff is entitled to an award of money damages when the State seized money without due process ("Bauserman II).

² This accrual issue formed the basis of Bauserman I in the Michigan Supreme Court. Plaintiffs ultimately prevailed arguing that the Court of Appeals used the wrong accrual date to conclude that Plaintiffs' Complaint was untimely.

13. The Court of Appeals ruled on Bauserman II on December 5, 2019, recognizing the existence of a constitutional tort for money damages for a violation of the Michigan Constitution. Defendant again sought leave to appeal to the Michigan Supreme Court. Because Bauserman II involved such complicated issues of Constitutional law, Plaintiffs retained the services of Mark Granzotto, a well respected and widely recognized expert in difficult and complicated legal issues. In July 2022, nearly 7 years after the Compliant was filed, the Michigan Supreme Court again ruled in Plaintiffs' favor, for the first time clearly recognizing the existence of a judicially inferred action for damages when the State violates the Michigan Constitution.

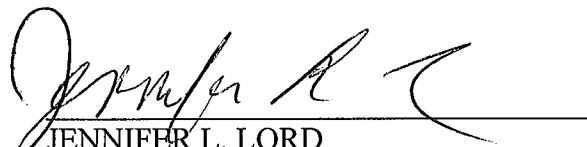
14. At this point, settlement discussions, which had begun in 2017 and included numerous sessions, intensified and the parties were able to come to agreement on a \$20,000,000 settlement of these long-standing claims.

15. As part of the preparation of the settlement documents, the Core Team tasked me with drafting the Motion for Attorney Fees, Reimbursement of Costs, and Request for Set Aside for Administrative Costs.

16. As part of that process, I personally reviewed records of the firm's out of pocket expenditures on this matter. If I didn't recognize a particular entry, I sought clarification. After my review, I am satisfied that the firm did in fact expend \$38,664.36 as of December 2, 2022. I took the entries, which were made on two different record keeping systems, and combined them into the attached list of expenditures, organized by type of expenditure (Ex 2). The firm's expenditures will increase dramatically as the settlement is administered and that is the rationale for Pitt McGehee's request that this Court authorize that \$500,000 of the settlement funds be set aside to ensure a source of repayment of these expenses. I certify that any unused funds will be returned and allocated to the class.

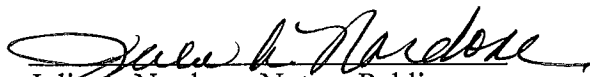
17. The \$500,000 set aside is reasonable and necessary to ensure that important functions are properly funded. For example, Megan Norris, the mediator who ultimately resolved this case has agreed to serve as Special Master. The parties have created a Plan of Allocation which provides for a process in which claimants who disagree with their awards can present evidence and argument to the Special Master. Pitt McGehee has retained Analytics Consulting, LLC to administer the claims process, including Notice, eligibility, and facilitation of individual claims for approximately 8200 claimants. Pitt McGehee has also retained the services of David McPhearson, a nationally recognized expert, to assist in the Hardship Claims analysis and finally, Plaintiffs recognize the potential need to hire subject matter experts to guide the team through legal issues that are not a core subject of expertise for Pitt McGehee.³

18. The Core Team recognizes that any funds spent on experts and specialists means less in the hands of claimants. We are dedicated to keeping any such expenditures as low as possible and to returning as much of the \$500,000 set aside to be paid out to claimants.



JENNIFER L. LORD

Subscribed and sworn to before me
this 12th day of December, 2022



Julie A. Nardone, Notary Public
Oakland County, Michigan
My Commission Expires: 08/31/2029

³ As outlined in the Plan of Allocation, the settlement creates a second fund, the HIP, to compensate claimants with special and extreme injuries.

Exhibit A

UIA FRAUD RETAINER AGREEMENT

Parties to Agreement. The parties to this retainer agreement ("Agreement") are Pitt McGehee Palmer & Rivers PC ("Firm" or "Class Counsel") and Grant Bauserman (Client).

Scope of Retention. Client retains Firm to represent Client as a Class Representative in the class action case of Bauserman v UIA pending in the Michigan Court of Claims. Firm will pursue Client's claim for repayment of Client's tax refunds, money seized through garnishments, payments made to UIA (including but not limited to restitution, penalties and interest), losses resulting from the reduction, withholding or offset of unemployment benefits and other collection activities carried out by the UIA.

Class Representative Status. By entering into this Agreement, Client acknowledges that he/she will be designated as Class Representative and in this capacity will be expected to work closely with and under the direction of Class Counsel to prosecute the case on behalf of the class and will at all times act in the best interest of the Class.

Fees and Costs. Client will pay Firm 1/3 of the recovery resulting from settlement or judgment received by Client or members of the Class as a result of Firm's efforts. The 1/3 fee will be contingent on success. If there is no recovery for client or the class, then there will be no fee paid to the Firm. Firm will advance court costs and expenses of litigation, the repayment of which will be contingent on the outcome of the case.

Pool Settlement. Client has been informed that settlement of this case could result in the creation of a pool of funds designed to resolve all Class Representative and Class member claims. Client agrees to work cooperatively with Class Counsel and in the best interest of the Class in devising a fair and equitable method of allocation that will satisfy all claims including Client's own claim

Limitations and Conditions. Firm reserves the right to decline prosecuting an appeal if there is a negative result in the Court of Claims. Firm retains a lien for services performed, including a lien for attorney fees and costs, in event Client discharges Firm without cause.

Acknowledgment. Client acknowledges that he/she has been fully informed of his/her duties and responsibilities as Class Representative and by signing this Agreement Client will act in the best interests of the Class.

Client Grant Bauserman Date 12/12/2022

For the Firm _____ Date _____

UIA FRAUD RETAINER AGREEMENT

Parties to Agreement. The parties to this retainer agreement ("Agreement") are Pitt McGehee Palmer & Rivers PC ("Firm" or "Class Counsel") and Teddy Broe III (Client).

Scope of Retention. Client retains Firm to represent Client as a Class Representative in the class action case of Bauserman v UIA pending in the Michigan Court of Claims. Firm will pursue Client's claim for repayment of Client's tax refunds, money seized through garnishments, payments made to UIA (including but not limited to restitution, penalties and interest), losses resulting from the reduction, withholding or offset of unemployment benefits and other collection activities carried out by the UIA.

Class Representative Status. By entering into this Agreement, Client acknowledges that he/she will be designated as Class Representative and in this capacity will be expected to work closely with and under the direction of Class Counsel to prosecute the case on behalf of the class and will at all times act in the best interest of the Class.

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Limitations and Conditions. Firm reserves the right to decline prosecuting an appeal if there is a negative result in the Court of Claims. Firm retains a lien for services performed, including a lien for attorney fees and costs, in event Client discharges Firm without cause.

Acknowledgment. Client acknowledges that he/she has been fully informed of his/her duties and responsibilities as Class Representatives and by signing this Agreement Client will act in the best interests of the Class.

Client Teddy Broe III Date 12/12/2022
DocuSigned by: C12EC3292A384E3...

For the Firm _____ Date _____

Exhibit B

Bauserman - Summary of Expenses

| | |
|--|-----------|
| Copying Charges | 1,289.60 |
| Court Fees/Process Service | 958.87 |
| Attorney Expenses | 2,347.44 |
| Experts | 15,000.00 |
| Facility Charges | |
| The Baronette Renaissance Meeting Rm (10/6/15) | 1,034.56 |
| Independent Contractors: | |
| Channing Robinson - 1,818.75 | |
| Angeles Meneses - 634.50 | |
| Mogil, Posner, Cohen - 1,100.00 | 3,553.25 |
| Legal Research | 536.10 |
| Mediation | 11,145.00 |
| Mileage/Parking | 786.07 |
| Postage/UPS Service | 105.80 |
| Telephone Conferencr Service | 33.84 |
| Transcripts | 625.50 |
| Travel | 1,235.33 |
| Wordpress | 13.00 |

38,664.36