

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

<p>James and Lorie Jensen, as parents, guardians and next friends of Bradley J. Jensen, et. al,</p> <p style="text-align: right;">Plaintiffs,</p> <p>vs.</p> <p>Minnesota Department of Human Services, an agency of the State of Minnesota, et. al.,</p> <p style="text-align: right;">Defendants.</p>	<p>Court File No.: 09-CV-1775 DWF/BRT</p> <p style="text-align: center;">Declaration of Shamus P. O'Meara</p>
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The undersigned, Shamus P. O'Meara, states and declares as follows:

1. I have served as lead counsel for the Plaintiffs throughout this matter including prior to the commencement of the action, during all settlement negotiations, and throughout the implementation of the court approved Stipulated Class Action Settlement Agreement Comprehensive Plan of Action, Comprehensive Plan of Action and related Orders (collectively, "Agreement") and all other Orders and activities in this matter.

2. I have spoken with the Consultants, Roberta Opheim and Dr. Colleen Wieck, who stated they support the appointment of an independent reviewer to provide quarterly reports on DHS compliance with its ongoing obligations under the Agreement, and that each of them has spent thousands of hours responding to numerous issues involving DHS non-compliance over the past ten years. Ms. Opheim further advised that her office does not have the budget or staff to conduct the review and reporting needed to ensure DHS compliance with its ongoing obligation under the Agreement.

3. Our office on behalf of Plaintiffs has spent several thousand hours responding to unprecedented non-compliance, delay and obstructionist tactics by DHS over ten years, including thousands of issues involving DHS non-compliance, hundreds of emails, communications, meetings, conferences and reports from the court monitor appointed by the Court due to DHS ongoing non-compliance, review of hundreds of DHS reports and communications ordered by the Court regarding DHS non-compliance, providing numerous responses and positions ordered by the Court involving DHS non-compliance, reviewing numerous Court Orders relating to DHS non-compliance, attending and providing information for court-ordered mediations over several days, reviewing and responding to hundreds of motions, letters, emails and communications from DHS relating to its non-compliance, and numerous other conferences, meetings and items directly resulting from DHS non-compliance with the Agreement. Neither our office nor the Consultants ever anticipated or expected that DHS would engage in ten years of unprecedented non-compliance delay and obstructionist tactics with regard to its obligations under the Agreement or that the Court would have to become comprehensively involved through court-monitoring and numerous orders and other actions over 10 years to address DHS non-compliance or the thousands of hours that had to be spent by Plaintiffs, the consultants, court monitor and the Court to address DHS non-compliance. Had Plaintiffs known that DHS would employ such unprecedented obstructionist tactics to avoid its responsibilities under the Agreement Plaintiffs would never have entered into the class action settlement agreement with DHS nor signed any agreement for attorney fees or agreed to anything else with DHS. Plaintiffs would have

instead proceeded to trial for the swift delivery of justice and vindication of their rights from the terrible abuse done to them by DHS.

4. Our firm's fee agreements with clients filed with the Court as part of the approval of the class action settlement include hourly rates to be applied for awarded attorneys' fees recovered calculated at \$375 for partners, \$325 for associates, and \$125 for paralegals. *See* ([Doc. 127](#)) ("Plaintiffs' Fee Agreements referencing a one-third contingent fee plus expenses are attached to the O'Meara Affidavit as Exhibit H."). These hourly rates were previously provided to DHS counsel including as part of joint motions for the payment of attorneys' fees to Plaintiffs' counsel for MNDHS noncompliance. *See* ([Doc. 525](#)) ("The negotiated fees of \$85,000 represent approximately 25% of the total amount of attorneys' fees Settlement Class Counsel would request for this time period in a Motion to Enforce (calculated using the hourly rates from Plaintiffs' fee agreements. O'Meara Aff. Ex. H [[Doc. No. 125](#)]."); ([Doc. 526](#)) (order approving MNDHS' attorneys' fees payment "related to issues of concern and noncompliance raised by Plaintiffs, on behalf of the Settlement Class, with regard to the Settlement Agreement").

Dated: September 22, 2020

/s Shamus P. O'Meara

Shamus P. O'Meara