

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

DAVE MCCORMICK, T'LANI ROBINSON,  
DENNIS MAGANA, SCOTT SWINDELL,  
DAVID TOROSYAN, and ROBBY BROWN,  
individually and on behalf of all others similarly  
situated,

*Plaintiffs,*

v.

ADTALEM GLOBAL EDUCATION, INC.,  
formerly known as DEVRY EDUCATION  
GROUP, INC., a Delaware corporation, DEVRY  
UNIVERSITY, INC., a Delaware corporation,

*Defendants.*

Case No.: 2018-CH-04872

Hon. Michael T. Mullen

**PRELIMINARY APPROVAL ORDER**

This matter having come before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement of the above-captioned matter between Plaintiffs Dave McCormick, T'Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown (collectively, "Plaintiffs") and Defendants Adtalem Global Education Inc. and DeVry University, Inc. (collectively, "DeVry"), as set forth in the Settlement Agreement and Release between Plaintiffs and Defendants (the "Settlement"), due and adequate notice having been given, and the Court being fully advised on the premises, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement.
2. The Court has conducted a preliminary evaluation of the Settlement. Based on this preliminary evaluation, the Court finds that the Settlement Class set forth in the Settlement

meets all applicable requirements of Sections 2-801 and 2-802 of the Illinois Code of Civil Procedure for settlement purposes only. Specifically, (i) the Settlement Class is sufficiently numerous insofar as it includes approximately 323,000 Members; (ii) there are questions of law and fact common to members of the Settlement Class that predominate over any individual issues, including whether or not DeVry's 90% Placement or Higher Income Claims were false, fraudulent, or otherwise misleading; (iii) the Plaintiffs and proposed Settlement Class Counsel have and will fairly and adequately protect the interests of the Settlement Class; and (iv) class treatment is an appropriate method for the fair and efficient adjudication of the controversy. As such, the Settlement Class comprising "all individuals in the United States who purchased or otherwise paid for any part of a DeVry or Keller education program between January 1, 2008, and December 15, 2016" is certified for settlement purposes only.<sup>1</sup>

3. The Court further finds that, after considering each of the relevant factors set forth in *City of Chicago v. Korshak*, 206 Ill. App. 3d 968 (1st Dist. 1991), (i) there is good cause to believe that the Settlement is fair, reasonable, and adequate, (ii) the Settlement has been negotiated at arm's length and in good faith between experienced attorneys familiar with the legal and factual issues of this case, and after motion practice and formal and informal discovery took place, (iii) the Settlement was reached with the assistance of Hon. Layn R. Phillips (Ret.), a respected third-party neutral, and (iv) the Settlement warrants sending Notice of its material

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<sup>1</sup> Excluded from the Settlement Class are (i) the Judge presiding over this action (or the Judge or Magistrate presiding over the action through which this matter is presented for settlement), and members of their families; (ii) the Defendants, Defendants' subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest and its current or former officers, directors, and employees; (iii) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (iv) the legal representatives, successors or assigns of any such excluded Persons.

terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. For settlement purposes only, the Court hereby approves the appointment of Plaintiffs Dave McCormick, T'Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown as Class Representatives for the Settlement Class. These Plaintiffs are Settlement Class Members and have no interests antagonistic to other Settlement Class Members. *See Ramirez v. Smart Corp.*, 371 Ill. App. 3d 797, 810 (3d Dist. 2007).

5. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Settlement Class Counsel. The Court recognizes that they have been appointed Class Counsel in other litigation and finds that they are competent and capable of exercising the responsibilities of Settlement Class Counsel called for in the Settlement here. *See Steinberg v. Chicago Med. Sch.*, 69 Ill. 2d 320, 339 (1977) (class counsel should be “qualified, experienced and generally able to conduct the proposed litigation”).

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6. Pursuant to the Settlement, Section 1.28, Heffler Claims Group is hereby appointed as Settlement Administrator and shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement and this Order.

7. The Court finds that the proposed Notice plan called for in the Settlement—which includes the implementation of a direct mailing campaign to Settlement Class Members through First Class U.S. Mail and email, and the creation of a Settlement Website containing information

about the case, the Settlement Agreement and all relevant case filings—fully complies with the requirements of 735 ILCS 5/2-803 and Due Process, and constitutes the best practicable notice under the circumstances. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 617 (1997) (finding Due Process requires the Court to “direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort”). Furthermore, the form and content of the Notice is calculated to fully apprise Settlement Class Members of their rights under the Settlement, and plainly describes how they may participate in, object to, or opt out of the Settlement.

8. The Court hereby directs the Parties and the Settlement Administrator to send Notice pursuant to the Settlement no later than the Notice Date, Monday, July 13, 2020 (i.e., 45 days after the entry of Preliminary Approval).

9. Any Settlement Class Member wishing to submit a Claim Form and receive benefits pursuant to Section 2.1 of the Settlement must postmark or submit a Claim Form as called for in the Settlement no later than the Claims Deadline on Monday, September 7, 2020 (i.e., 56 days after the Notice Date).

10. Settlement Class Counsel must file their papers in support of any Fee Award and incentive award for the Class Representatives no later than Friday, August 7, 2020 (i.e. 28 days after the Notice Date).

11. Any Settlement Class Member may object to any aspect of the Settlement at his or her own expense. Any Settlement Class Member who intends to object to this Settlement must present the objection in writing, which must be physically and personally signed by the objector and must include: (i) the Settlement Class Member’s full name and current address, (ii) a statement that he or she believes himself or herself to be a Settlement Class Member because he

or she paid for part of a DeVry or Keller education in reliance on the 90% Placement Claim and/or Higher Income Claims, (iii) the specific grounds for the objection, (iv) all documents or writings that the Settlement Class Member wants the Court to consider, (v) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (vi) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission). All written objections must be filed with the Clerk of the Court, and sent to Settlement Class Counsel and Defendants' Counsel via email, U.S. mail, hand, or overnight delivery service, and must be postmarked (or emailed) and filed no later than the Objection/Exclusion Deadline on Monday, August 24, 2020 (i.e., 42 days after the Notice Date).

12. Any Settlement Class Member who fails to timely file a written objection with the Court and a notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Section and as detailed in the Notice and Section 5.1 of the Settlement Agreement, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to the Settlement or appear at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding.

13. Any Settlement Class Member who wishes to be excluded from the Settlement must do so (i) in a writing; (ii) that identifies the case name "*McCormick, et al. v. Adtalem Global Education, Inc., et al.*, Case No. 2018-CH-04872 (Cir. Ct. Cook Cty.)," (iii) that states the name, address and telephone number of the person in the Settlement Class seeking exclusion;

(iv) that is physically and personally signed by the individual(s) seeking exclusion; and (v) that is postmarked, emailed or received by the Settlement Administrator on or before the Objection/Exclusion Deadline on Monday, August 24, 2020 (i.e., 42 days after the Notice Date). Each request for exclusion must also contain a statement to the effect that “I/We hereby request to be excluded from the proposed Settlement Class.” A request for exclusion that does not include all of the foregoing information, that is sent to an email or mailing address other than that designated in the Notice, or that is not postmarked or emailed to the Settlement Administrator within the time specified, shall be invalid and the individual serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved, and any orders of the Court regarding the same. Any individual who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under the Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled to object to any aspect of the Settlement Agreement. No individual may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

14. On Wednesday, October 7, 2020, at 1:30 PM (approximately 77 days after the Notice Date), or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing (in Courtroom 2510 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602) on the fairness, adequacy, and reasonableness of the Settlement, and to determine whether: (a) final approval of the Settlement should be granted and (b) Settlement Class Counsel’s application for a Fee Award, and an incentive award to the Class Representatives, should be granted. No later than Wednesday, September 16, 2020 (i.e. 14 days

before the Final Approval Hearing) Settlement Class Counsel must file their papers in support of Final Approval.

15. The Settlement and the proceedings and statements made pursuant to the Settlement or papers filed relating to the Settlement and this Order are not and shall not in any event be described as, construed as, offered or received against the Released Parties or Releasing Parties as evidence of and/or deemed to be evidence of any admission or concession by any of the Released Parties or Releasing Parties with respect to (i) the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in the Action, Related Actions, or in any other civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; or (ii) any liability, negligence, fault, or wrongdoing of any of the Released Parties or Releasing Parties. Notwithstanding, nothing contained herein shall be construed to prevent a party from offering the Settlement into evidence for the purpose of enforcing the Settlement.

16. The certification of the Settlement Class shall be binding only with respect to the settlement of the Action. In the event that the Settlement is terminated or fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action and Related Actions as of the date of the signing of the Settlement.

**IT IS SO ORDERED.**

ENTERED: \_\_\_\_\_

/s/ Michael T. Mullen  
HONORABLE MICHAEL T. MULLEN

