

Return Date: No return date scheduled  
Hearing Date: No hearing scheduled  
Courtroom Number: No hearing scheduled  
Location: No hearing scheduled

FILED  
9/16/2020 9:11 PM  
DOROTHY BROWN  
CIRCUIT CLERK  
COOK COUNTY, IL  
2018CH04872

10476021

# Exhibit 1

FILED DATE: 9/16/2020 9:11 PM 2018CH04872

**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

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement” or “Settlement”) is entered into by and among Plaintiffs Dave McCormick, T’Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown, for themselves individually and on behalf of the Settlement Class (“Plaintiffs”), and Defendants Adtalem Global Education Inc. (“Adtalem”) and DeVry University, Inc. (Plaintiffs and Defendants are collectively referred to as the “Parties”). This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), upon and subject to the terms and conditions of this Agreement and subject to the final approval of the Court.

**RECITALS**

A. In mid-2016, Plaintiffs Robinson, Magana, and Brown, as well as another individual, Nicole Versetto, filed suit against Defendants Adtalem Global Education Inc.,

formerly known as DeVry Education Group, Inc., and DeVry University, Inc. in the United States District Court for the Northern District of Illinois. *See Robinson, et al. v. DeVry Education Group, Inc., et al.*, No. 1:16-cv-07447 (N.D. Ill.). The plaintiffs alleged that Defendants, which operated DeVry University (“DeVry”), and the Keller Graduate School of Management (“Keller”), manipulated graduate employment statistics and salary outcomes in order to advertise to prospective students and induce them to enroll. Specifically, Plaintiffs alleged two representations were fraudulent: (i) that 90% of graduates had a job within their field of study within six months after graduation, and (ii) that DeVry graduates on average earned a 15% higher income than graduates of other institutions. Plaintiffs contended that, had students known these statistics were not accurate, they would not have enrolled or would have paid less to do so. Defendants expressly denied, and continue to deny, these allegations and any liability or wrongdoing.

B. After the federal court dismissed the *Robinson* complaint—in part on the basis that each of the Plaintiffs’ home-state laws applied—and granted leave to replead, the plaintiffs voluntarily dismissed their case and proceeded to file in their respective home states alleging substantively identical claims. As such, Nicole Versetto first filed her complaint in this case (the “Action”) in the Circuit Court of Cook County, Illinois on April 13, 2018. In 2019, Plaintiff Dave McCormick was substituted for Ms. Versetto as the named plaintiff and putative class representative. Plaintiff Magana, along with Plaintiffs Scott Swindell and David Torosyan, filed a lawsuit in California, captioned *Magana, et al. v. Adtalem Global Education, Inc., et al.*, No. 2:19-cv-01572 (E.D. Cal.). Plaintiff Robinson filed suit in Georgia, captioned *Robinson v. Adtalem Global Education, Inc., et al.*, No. 1:19-cv-1505 (N.D. Ga.). Finally, Plaintiff Brown

FILED DATE: 9/16/2020 9:11 PM 2018CH04872

filed suit in Missouri, captioned *Brown v. Adtalem Global Education, Inc., et al.*, No. 4:19-cv-00250 (W.D. Mo.).

C. In early 2019, after several months of exchanging formal and informal discovery related to the Action's claims, the Parties attended a mediation session before the Honorable Layn R. Phillips (Ret.). In advance of the mediation, the Parties provided one another detailed mediation briefs that set out their respective positions. After several rounds of back-and-forth negotiations, at the close of the session, Plaintiffs made a settlement demand, which Defendants took under consideration. Shortly thereafter, a Northern District of Illinois court dismissed a lawsuit alleging similar claims against Defendants, *Polly v. Adtalem Global Education, Inc., et al.*, Case No. 1:16-cv-9754 (N.D. Ill.), with prejudice, and Defendants ultimately decided to return to litigating these matters rather than pursue settlement further. Accordingly, in this Action, the Parties briefed and argued a motion to dismiss the complaint, which was granted with leave to amend. After McCormick filed an amended complaint, the Parties fully briefed another motion to dismiss. In the *Brown* and *Robinson* actions, Defendants' motions to dismiss were denied in part, and, in *Brown*, the Parties proceeded to discovery.

D. In December 2019, after nearly a year of litigating, the Parties agreed to mediate for a second time with Judge Phillips. Picking up where they left off, the Parties engaged in multiple additional rounds of negotiations facilitated by Judge Phillips. By the end of the day, the Parties reached an agreement-in-principle on the material terms of the settlement, which were memorialized in the form of a binding term sheet, subject to the approval of Defendants' board of directors.

E. As part of the Settlement, Magana, Swindell, Torosyan, Brown, and Robinson were added as named Plaintiffs in the Action.

F. Plaintiffs and Settlement Class Counsel have conducted a comprehensive examination of the law and facts regarding the claims against Defendants and the potential defenses available.

G. Plaintiffs believe that their claims have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class and prevailed on the merits at summary judgment or at trial. Nonetheless, Plaintiffs and Settlement Class Counsel recognize that Defendants have raised factual and legal claims and defenses that present a risk that Plaintiffs may not prevail on their claims, and/or that a class might not be certified. Plaintiffs and Settlement Class Counsel have also taken into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. Therefore, Plaintiffs believe that it is desirable that the Released Claims be fully and finally compromised, settled, resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Agreement.

H. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue, Settlement Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class and that it is in the best interests of the Settlement Class Members to settle the Released Claims pursuant to the terms and conditions set forth in this Agreement.

I. Defendants deny all allegations of wrongdoing and liability and deny all material allegations in this case and in all other actions against it related to the underlying claims. Defendants also believe that they would have ultimately succeeded in defeating adversarial certification of the proposed Settlement Class, defeated the claims of the Settlement Class, and prevailed on the merits at summary judgment or at trial. Nonetheless, Defendants and

Defendants' Counsel have similarly concluded that this Agreement is desirable to settle the Released Claims pursuant to the terms and conditions set forth in this Agreement to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the pending claims of Plaintiffs and the Settlement Class.

NOW, THEREFORE, IT IS HEREBY AGREED by and among Plaintiffs, the Settlement Class, and Defendants that, subject to the Court's approval after a hearing as provided for in this Agreement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Agreement.

## **AGREEMENT**

### **1. DEFINITIONS**

As used herein, in addition to any definitions set forth elsewhere in this Agreement, the following terms shall have the meanings set forth below.

**1.1 "Action"** means the case captioned *McCormick, et al. v. Adtalem Global Education, Inc., et al.*, No. 2018-CH-04872, as amended, pending in the Circuit Court of Cook County, Illinois.

**1.2 "Agreement" or "Settlement"** means this Settlement Agreement and Release (including all Exhibits hereto).

**1.3 "Approved Claim"** means a Claim Form submitted by a Settlement Class Member that is (i) submitted by the Claims Deadline and in accordance with the directions on the Claim Form and the terms of this Agreement, (ii) is fully completed and physically signed or

electronically signed by the Settlement Class Member, and (iii) satisfies the conditions of eligibility for a settlement payment as set forth in this Agreement.

**1.4 “Borrower Defense to Repayment”** shall have the same meaning as that term is defined in Title 34 Part 685 of the Code of Federal Regulations.

**1.5 “Claims Deadline”** means the last date by which a Claim Form submitted to the Settlement Administrator by a Settlement Class Member must be postmarked or submitted on the Settlement Website, which shall be fifty-six (56) days following the Notice Date, subject to Court approval. The Claims Deadline shall be clearly set forth in the order granting Preliminary Approval of the Settlement, as well as in the Notice and the Claim Form.

**1.6 “Claim Form”** means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form to be completed by Settlement Class Members who wish to file a claim for a settlement payment shall be available in paper and electronic format. The Claim Form will require a claiming Settlement Class Member to provide the following information: (i) basic contact information (e.g., name, email address, mailing address, telephone number); (ii) the approximate dates that they attended (or paid for credits related to) DeVry or Keller education programs; (iii) an approximation of the total number of credit hours paid for; (iv) an attestation that the Settlement Class Member saw or was otherwise presented with the 90% Placement Claim and/or Higher Income Claims and that the advertising was a substantial factor in their decision to enroll or remain enrolled in DeVry or Keller; (v) an attestation that the information provided on the Claim Form is true and correct; and (vi) a signed release permitting Defendants to inquire as to the receipt of any offsetting funds from other related regulatory settlements. If a Settlement Class Member wishes to obtain a Graduate Payment, he or she must also provide: (i) the approximate date of their graduation; (ii) a

statement as to whether they graduated with an associate's, bachelor's, or master's degree; (iii) their field of study; (iv) whether they obtained a job in their field of study; (v) if so, the approximate date they first obtained a job in their field of study; and (vi) an attestation that the information provided on the Claim Form is true and correct. The Claim Form will not require notarization.

**1.7 “Court”** means the Circuit Court of Cook County, Illinois, the Honorable Michael T. Mullen, presiding, or any Judge who shall succeed him as the Judge assigned to the Action.

**1.8 “Defendants”** means Defendants Adtalem Global Education Inc., formerly known as DeVry Education Group, Inc., and DeVry University, Inc.

**1.9 “Defendants’ Counsel”** means attorneys Patricia B. Palacios and William R. Andrichik of Steptoe & Johnson LLP.

**1.10 “Effective Date”** means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment if an appeal was not timely filed; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys’ fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.



**1.11 “Escrow Account”** means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Settlement Class Counsel and Defendants at a depository institution insured by the Federal Deposit Insurance Corporation and that has total assets of at least one billion dollars (\$1,000,000,000) and a short-term deposit rating of at least P-1 (Moody’s) or A-1 (Standard & Poor’s). The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. The costs of establishing and maintaining the Escrow Account and any taxes shall be paid from the Settlement Fund.

**1.12 “Fee Award”** means the amount of attorneys’ fees and reimbursement of costs awarded by the Court.

**1.13 “Final Approval Hearing”** means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable and adequate, and approving the Fee Award and the incentive awards to the Settlement Class Representatives.

**1.14 “Final Judgment”** means the final judgment to be entered by the Court approving the class settlement of the Action in accordance with the Agreement after the Final Approval Hearing.

**1.15 “Graduate Payment”** means the additional cash payment to be made to Settlement Class Members who have submitted an Approved Claim and have graduated from a DeVry associate’s or bachelor’s degree program or Keller master’s degree program but did not obtain employment in their fields of study within six (6) months of graduation.

**1.16 “Higher Income Claim”** means Defendants’ representation that DeVry graduates obtained jobs with incomes on average 15% higher than graduates of other colleges or universities or substantially similar representations.

**1.17 “Notice”** means the notice of this proposed Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class substantially in the manner set forth in this Agreement, which fulfills the requirements of Due Process and 735 ILCS 5/2- 801, and which is substantially in the form of Exhibits B-D attached hereto.

**1.18 “Notice Date”** means the date upon which the Notice is complete, which shall be a date no later than forty-five (45) days after entry of Preliminary Approval.

**1.19 “Objection/Exclusion Deadline”** means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a member of the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date no later than forty-two (42) days following the Notice Date, or such other dates as ordered by the Court.

**1.20 “Person”** means any individual, corporation, trust, partnership, limited liability company, or other legal entity and their respective predecessors, successors or assigns.

**1.21 “Plaintiffs”** means, collectively, Plaintiffs Dave McCormick, T’Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown.

**1.22 “Preliminary Approval”** means the Court’s Order preliminarily approving the Settlement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

**1.23 “Related Actions”** refers to *Magana, et al. v. Adtalem Global Education, Inc., et al.*, No. 2:19-cv-01572 (E.D. Cal.); *Robinson v. Adtalem Global Education, Inc., et al.*, No. 1:19-

cv-1505 (N.D. Ga.); and *Brown v. Adtalem Global Education, Inc., et al.*, No. 4:19-cv-00250 (W.D. Mo.).

**1.24 “Released Claims”** means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, controversies, extracontractual claims, damages, debts, judgments, suits, actual, statutory, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on any federal, state, local, statutory or common law or any other law, rule or regulation against the Released Parties, or any of them, arising out of the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the 90% Placement Claim, the Higher Income Claim, or substantially similar representations, including all claims that were brought or could have been brought in the Action or the Related Actions relating to the 90% Placement Claim, the Higher Income Claim, or substantially similar representations, belonging to any and all Releasing Parties. Expressly excluded from the Released Claims are pending or future claims for debt or loan forgiveness via Borrower Defense to Repayment applications that are predicated on the 90% Placement Claim or Higher Income Claims.

**1.25 “Released Parties”** means Defendants, as well as all of their present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliated and related entities, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, insurers,

underwriters, shareholders, lenders, auditors, investment advisors, firms, trusts, corporations, officers, and any other representatives of any of these Persons and entities.

**1.26 “Releasing Parties”** means Plaintiffs, the Settlement Class Members, and each of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, vendors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these Persons and entities.

**1.27 “Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator in or relating to administering the Settlement, maintaining the Escrow Account, providing Notice, processing Claim Forms, mailing checks for Approved Claims, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

**1.28 “Settlement Administrator”** means, subject to approval of the Court, Heffler Claims Group (“Heffler”), a third-party administrator selected by Settlement Class Counsel, which will oversee the Escrow Account, Notice, and the processing of Claim Forms and payment of Approved Claims to Settlement Class Members.

**1.29 “Settlement Class”** means 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. The Settlement Class includes approximately 323,000 individuals. 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.

**1.30 “Settlement Class Counsel”** means attorneys Jay Edelson, Benjamin H. Richman, and Michael W. Ovca of Edelson PC, and Robert L. Teel of The Law Office of Robert L. Teel.

**1.31 “Settlement Class Member”** means an individual who falls within the definition of the Settlement Class and who does not timely submit a valid request for exclusion from the Settlement pursuant to Section 5.2 of this Agreement.

**1.32 “Settlement Class Period”** means the period of time from January 1, 2008 to December 15, 2016, both dates inclusive.

**1.33 “Settlement Class Representatives”** means the named Plaintiffs Dave McCormick, T’Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown.

**1.34 “Settlement Fund”** means a non-reversionary cash settlement fund to be established by Defendants in the amount of forty-four million nine hundred fifty thousand dollars (\$44,950,000.00), which shall be deposited into the Escrow Account within fourteen (14) days after Preliminary Approval. From the Settlement Fund, the Settlement Administrator shall pay all Settlement Administration Expenses, all Approved Claims made by Settlement Class Members, any incentive awards to the Settlement Class Representatives, and any Fee Award. The costs of establishing the escrow account shall be deducted from the Settlement Fund. Any interest earned on the escrow account shall be considered part of the Settlement Fund.

**1.35 “Settlement Website”** means the website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and provides access to relevant case documents including the Notice, information about the submission of Claim Forms and other relevant documents. The Settlement Website shall remain accessible until at least sixty (60) days after the Effective Date.

**1.36 “Unknown Claims”** means claims that could have been raised in the Action or Related Actions, and that Plaintiffs, any Settlement Class Member, or any of the Releasing Parties, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, to object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class Members, and the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Upon the Effective Date, Plaintiffs, the Settlement Class Members, and the Releasing Parties each shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Plaintiffs, the Settlement Class Members, and the Releasing Parties acknowledge that they may

discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

**1.38 “90% Placement Claim”** means Defendants’ representations that 90% of their graduates who were actively seeking employment were employed in their field of study within six months of graduation or substantially similar representations.

## **2. SETTLEMENT RELIEF**

### **2.1 Monetary Payments to Settlement Class Members.**

#### *a. Settlement Payments.*

i. Each Settlement Class Member who submits an Approved Claim shall be entitled to a *pro rata* payment based on the number of DeVry and/or Keller credit hours that they have paid for. For example, if Defendants’ records indicate that Claimant A paid for twice as many credit hours as Claimant B (number—not dollar amount—of credits paid for), then Claimant A’s *pro rata* share will be two times Claimant B’s. This settlement payment shall be calculated based on and paid from the amount remaining in the Settlement Fund after deducting Settlement Administration Expenses, all Graduate Payments, any incentive award to Plaintiffs as Settlement Class Representatives, and any Fee Award.

1. To facilitate calculation of credit hours, the Settlement Administrator shall send all Claim Forms to Defendants. Within thirty (30) days, Defendants shall provide to the Settlement Administrator and Settlement Class Counsel the number of credit hours paid for by each Settlement Class Member who submitted a Claim Form.

2. Upon request, Defendants shall also provide to the Settlement Administrator or Settlement Class Counsel corresponding records to support the number of credit hours for which any Settlement Class Member paid and which were identified by Defendants pursuant to this Section 2.1.a.i.1.

ii. Settlement Class Members submitting an Approved Claim who have graduated from a DeVry associate's or bachelor's degree program or Keller master's degree program, but did not obtain employment in their fields of study within six (6) months of graduation, are entitled to a Graduate Payment in addition to their *pro rata* share described in Section 2.1.a.i. Those Settlement Class Members that graduated from a DeVry associate's degree program, but did not obtain employment in their fields of study within six (6) months of graduation, will be entitled to an additional payment of five hundred dollars (\$500.00). Those Settlement Class Members that graduated from a DeVry bachelor's degree program, but did not obtain employment in their fields of study within six (6) months of graduation, will be entitled to an additional payment of one thousand dollars (\$1,000.00). Those Settlement Class Members that graduated from a Keller master's degree program, but did not obtain employment in their fields of study within six (6) months of graduation, will be entitled to an additional payment of five hundred dollars (\$500.00). Graduate Payments will be paid solely from the Settlement Fund.

iii. The total settlement payment a Settlement Class Member is entitled to under Sections 2.1.a.i and Sections 2.1.a.ii shall be subject to an offset for debt forgiveness or government payments already received related to the Released Claims as calculated pursuant to Section 2.1.b.



b. *Settlement Payment Offsets.*

i. In order to prevent double recovery, the total payment to which a Settlement Class Member is otherwise entitled to pursuant to Section 2.1.a shall first be offset by an amount equal to: (i) any debt forgiveness or Borrower Defense to Repayment relief received by that Settlement Class member as of the Effective Date; and (ii) any cash payment and/or debt forgiveness, including but not limited to loan forgiveness and accounts receivable forgiveness, that the Settlement Class Member received pursuant to Defendants' settlements with the Federal Trade Commission, Department of Education, New York Attorney General and Massachusetts Attorney General ("Government Settlement Payments"). By way of example, if the total amount of debt forgiveness and Government Settlement Payments a Settlement Class Member already received is equal to or exceeds the amount of the cash payment to which the Settlement Class Member would otherwise be entitled to under this Settlement, the Settlement Class Member would not receive a settlement payment under the Settlement. If the total amount of debt forgiveness and Government Settlement Payments associated with a particular Settlement Class Member is less than the amount of the cash payment to which the Settlement Class Member would otherwise be entitled, the Settlement Class Member would receive a payment equal to the difference between the two—i.e. total settlement payment less the total amount of debt forgiveness and Government Settlement Payments.

ii. Should a settlement payment to a Settlement Class Member be offset as described in Section 2.1.b.i, the amount of any offset shall be credited and returned to Defendants as follows: (a) within ten (10) business days following the Claims Deadline, the Settlement Administrator shall provide the Claim Forms to Defendants; (b) Defendants will thereafter determine the amount of any offsets including by contacting the appropriate

government agency and report the amount(s) of any such offsets to the Settlement Administrator and Settlement Class Counsel along with payment instructions; (c) within ten (10) business days following this report, the Settlement Administrator shall refund the offset amounts to Defendants pursuant to the provided payment instructions. The amount of any individual offset shall not exceed the total payment to which a Settlement Class Member would otherwise be entitled. To illustrate, if a Settlement Class Member previously received \$2,000 in debt forgiveness, but would be entitled to \$1,000 under this Settlement, the amount in offset that could be deducted from the Settlement Fund would be \$1,000.

iii. Upon request, Defendants shall also provide to the Settlement Administrator or Settlement Class Counsel corresponding records to support the report and offset amounts to be applied as to any Settlement Class Member.

iv. Notwithstanding the above Section 2.1.b.i, in no event shall the total amount of offsets applied to Settlement Class Member payments pursuant to Section 2.1.b.i exceed one-third of the total aggregate amount of the Settlement Fund. In other words, if the total offsets that would be applied to Settlement Class Members pursuant to Section 2.1.b.i would exceed fourteen million nine hundred eighty-three thousand three hundred thirty-three dollars \$14,983,333.00 (i.e. 1/3 of the \$44,950,000 Settlement Fund), then this limitation would be triggered.

v. In the event that this limitation is triggered, offsets shall be applied on a proportional basis to the claims of those Settlement Class Members subject to offsets. Specifically, the offset to be applied to each such Settlement Class Member would be calculated as follows: the amount of their net offset under Section 2.1.b.i (i.e. their total settlement payment

less the total amount of debt forgiveness and Government Settlement Payments) as a percentage of the total of all other net offsets calculated under Section 2.1.b.i, multiplied by \$14,983,333.<sup>1</sup>

c. Within sixty (60) days after the Effective Date, or such other date as the Court may set, the Settlement Administrator shall pay from the Settlement Fund all settlement payments by check via first-class U.S. mail sent to the Settlement Class Members who submitted such Approved Claims.

d. All settlement payments issued to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.

e. To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance, the check will be void, and such funds shall be distributed to the remaining Settlement Class Members with Approved Claims in the manner set out in Section 2.1.a.i if practicable, or if not practicable, shall be distributed pursuant to 735 ILCS 5/2-807 to the Illinois Bar Foundation.

**2.2 Career Counseling Services.** For a period of three (3) years following the Effective Date, DeVry shall make available their internal career counseling services to Settlement Class Members that graduated from a DeVry education program and did not obtain a job in their field of study within six months of graduation in order to assist such Settlement Class Members in obtaining employment in their fields of study. The cost of providing any career

---

<sup>1</sup> To illustrate, assume there is a total of \$20,000,000 that Defendants would be entitled to in net offsets calculated pursuant to Section 2.1.b.i. In such case, the limitation under this subsection would be triggered, and an individual Settlement Class Member who would otherwise be subject to a \$2,000 net offset would instead have an offset of \$1,498.33 applied to their settlement payment and deducted from the Settlement Fund pursuant to Section 2.1.b.ii— $(\$2,000 \div \$20,000,000) \times \$14,983,333$ .

counseling services shall be borne by Defendants and shall not be deducted from the Settlement Fund.

**2.3 Deletion of Negative Credit Events.** Within thirty (30) days of the Effective Date, Defendants shall request that Experian, Equifax, TransUnion and Innovis, via letter or as otherwise appropriate, delete any negative credit events that Defendants reported on Settlement Class Members' credit reports that are related to Defendants' accounts receivable and/or loans issued by Defendants during the Settlement Class Period. The cost of requesting the deletion of negative credit events shall be borne by Defendants and shall not be deducted from the Settlement Fund.

### **3. RELEASE**

**3.1** The obligations incurred pursuant to this Agreement shall be a full and final disposition of the Action and Related Actions and any and all Released Claims, as against all Released Parties.

**3.2 The Release.** Upon the Effective Date, and in consideration of the Settlement relief described herein, the Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished and discharged all Released Claims against each and every one of the Released Parties.

### **4. NOTICE**

**4.1 Settlement Class List.** Defendants shall provide to the Settlement Administrator a list of all names, last known U.S. Mail addresses (if known), and last known email addresses (if known) of the Settlement Class that they have in their records (the "Settlement Class List") as soon as practicable, but by no later than twenty-one (21) days after the entry of Preliminary

Approval. The Settlement Administrator shall keep the Settlement Class List and all personal information obtained therefrom, including the identity and mailing and email addresses of all persons strictly confidential. The Settlement Class List may not be used by the Settlement Administrator for any purpose other than advising persons in the Settlement Class of their rights under the Settlement, mailing settlement payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.

**4.2 Direct Notice.** No later than the Notice Date, the Settlement Administrator shall send Notice via First Class U.S. Mail through a postcard notice with an accompanying Claim Form with return postage pre-paid in the form attached as Exhibit C, to each physical address in the Settlement Class List. At the same time, the Settlement Administrator shall also send Notice via electronic mail substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form, to all individuals in Settlement Class for whom an email address is available in the Settlement Class List. Prior to mailing Notice, the Settlement Administrator will update the addresses of individuals on the Settlement Class List using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Settlement Class Members for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings.

**4.3 Settlement Website.** Within seven (7) days after the entry of Preliminary Approval, the Settlement Administrator will develop, host, administer, and maintain the Settlement Website, which will contain a notice substantially in the form of Exhibit D attached hereto.

**4.4** The Notice shall advise the Settlement Class of their rights under the Settlement, including the right to be excluded from or object to the Settlement or its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making an objection shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, or (b) if represented by counsel, file copies of such papers through the Court's eFileIL system, and, whether represented by counsel or not (c) send copies of such papers via email, U.S. mail, hand, or overnight delivery service to Settlement Class Counsel and Defendants' Counsel.

## **5. RIGHT TO OBJECT OR OPT OUT**

**5.1 Right to Object.** Any Settlement Class Member who intends to intervene and 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). By the Objection/Exclusion Deadline, a copy of all papers any objecting Settlement Class Member proposes to submit at the Final Approval Hearing must be (i) filed with the Clerk of the Court, and (ii) sent to Settlement Class Counsel and Defendants' Counsel via email, U.S. mail, hand, or overnight delivery service. Any Settlement Class Member who fails to timely file a written objection with the Court and 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 at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement 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, Related Actions, or any other action or proceeding, and such Settlement Class Member shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by this Settlement Agreement, if approved.

**5.2 Right to Request Exclusion.** Any individual in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (i) be in writing; (ii) identify the case name “*McCormick, et al. v. Adtalem Global Education, Inc., et al.*, Case No. 2018-CH-04872 (Cir. Ct. Cook Cty.),” (iii) state the name, address and telephone number of the person in the Settlement Class seeking exclusion; (iv) be physically and personally signed by the individual(s) seeking exclusion; and (v) be postmarked, emailed or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. 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 this Settlement Agreement, if approved. 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 this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement. No individual may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

## **6. CLAIM PROCESS AND SETTLEMENT ADMINISTRATION**

**6.1** The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Settlement Class Counsel and Defendants’ Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Settlement Class Counsel and Defendants’ Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to



Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

a. Forward to Defendants' Counsel, with copies to Settlement Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

b. Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Settlement Class Counsel and Defendants' Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Defendants' Counsel;

c. Provide weekly reports to Settlement Class Counsel and Defendants' Counsel, including without limitation, reports regarding the number of Claim Forms received, the number of Approved Claims, and the categorization and description of Claim Forms approved or rejected, in whole or in part, by the Settlement Administrator; and

d. Make available for inspection by Settlement Class Counsel and/or Defendants' Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

**6.2** The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim by determining if the individual is on the Settlement Class List and shall reject Claim Forms that fail to (a) comply with the instructions on

the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event an individual submits a timely Claim Form by the Claims Deadline where the individual appears on the Settlement Class List but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such Person one (1) reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than thirty (30) calendar days after the Claims Deadline. In the event the Settlement Administrator receives such information more than thirty (30) days after the Claims Deadline, then any such claim shall be denied. The Settlement Administrator may contact any individual who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

**6.3** Defendants' Counsel and Settlement Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by any Settlement Class Member. The Settlement Administrator shall follow any agreed decisions of Settlement Class Counsel and Defendants' Counsel as to the validity of any disputed submitted Claim Form. To the extent Settlement Class Counsel and Defendants' Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to Hon. Layn R. Phillips (Ret.) for binding determination or, if he is not available, another mutually agreeable arbitrator.

**6.4** The Settlement Administrator shall be responsible for all tax filings related to the Escrow Account, including requesting Form W-9s where necessary from Settlement Class Members, performing back-up withholding as necessary, and making any required "information returns" as that term is used in 26 U.S.C. § 1 *et seq.* The costs associated with these tax filings shall be paid out of the Settlement Fund. In all events, Defendants and Defendants' Counsel shall have no liability or responsibility whatsoever for the taxes or the filing of any tax return or other

document with the Internal Revenue Service or any other state or local taxing authority or any expenses associated therewith. In the event any taxes are owed by Defendants on any earnings on the funds on deposit in the Escrow Account, such amounts shall also be paid out of the Settlement Fund.

**6.5** In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

## **7. PRELIMINARY AND FINAL APPROVAL ORDERS**

**7.1 Preliminary Approval Order.** Promptly after execution of this Agreement, Settlement Class Counsel shall submit this Agreement to the Court and shall move the Court to enter an order preliminarily approving the Settlement, which shall include, among other provisions, a request that the Court:

- a. appoint Plaintiffs Dave McCormick, T'Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown as Settlement Class Representatives of the Settlement Class;
- b. appoint Settlement Class Counsel to represent the Settlement Class;
- c. certify the Settlement Class under 735 ILCS 5/2-801, *et seq.* for settlement purposes only;
- d. preliminarily approve this Agreement for purposes of disseminating Notice to the Settlement Class;
- e. approve the form and contents of the Notice and the method of its dissemination to the Settlement Class; and

f. schedule a Final Approval Hearing to review comments and/or objections regarding the Settlement, to consider its fairness, reasonableness and adequacy, to consider the application for a Fee Award and incentive awards to the Settlement Class Representatives, and to consider whether the Court shall issue a Final Judgment approving this Agreement, to consider Settlement Class Counsel's application for the Fee Award and the incentive awards to the Settlement Class Representatives, and dismissing the Action with prejudice.

**7.2 Final Approval Order.** After Notice of the Settlement is given, Settlement Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

- a. find that it has personal jurisdiction over all Settlement Class Members and Defendants for purposes of this Settlement and subject matter jurisdiction to approve this Settlement Agreement, including all attached Exhibits;
- b. approve the Agreement and the proposed Settlement as fair, reasonable and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Settlement Agreement according to its terms and conditions; and declare the Settlement to have released all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs in the Action and all other Settlement Class Members and Releasing Parties;
- c. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate and

sufficient notice to all individuals entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801;

d. find that the Settlement Class Representatives and Settlement Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Agreement;

e. dismiss the Action on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;

f. incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

g. permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

h. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to this Agreement) that (1) shall be consistent in all material respects with the Final Judgment, and (2) do not limit the rights of Settlement Class Members;

i. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction over the Plaintiffs, Defendants, the Settlement Class Members, and the Releasing Parties as to all matters relating to administration, consummation, enforcement and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

j. incorporate any other provisions, consistent with the material terms of this Agreement, as the Court deems necessary and just.

## **8. TERMINATION**

**8.1** The Settlement Class Representatives, on behalf of the Settlement Class Members, and Defendants, shall each have the right to terminate this Agreement by providing written notice of their or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) days of: (i) the Court’s refusal to grant Preliminary Approval of the Agreement in any material respect, (ii) the Court’s refusal to enter the Final Judgment in any material respect, (iii) the date upon which the Final Judgment is modified or reversed in any material respect by any appellate or other court; or (iv) if more than ten thousand (10,000) Settlement Class Members validly request exclusion or opt out of the Settlement Class pursuant to Section 5.2, above.

## **9. INCENTIVE AWARD AND SETTLEMENT CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES**

**9.1 The Fee Award.** Defendants agree that Settlement Class Counsel are entitled to a payment of reasonable attorneys’ fees and unreimbursed expenses incurred in the Action and Related Actions as the Fee Award. Settlement Class Counsel will petition the Court for the Fee Award, and Defendants may oppose any request, which will then be determined by the Court based on this petition and allocated by Settlement Class Counsel. Without the Parties having discussed the issue of attorneys’ fees at any point in their negotiations until after the relief to the Settlement Class was agreed upon, and with no consideration given or received, Settlement Class Counsel has agreed to limit their petition for attorneys’ fees to no more than thirty-five percent (35%) of the Settlement Fund, plus reimbursement of expenses. Payment of the Fee Award shall be made from the Settlement Fund and should Settlement Class Counsel seek or be awarded less

than this amount, the difference in the amount sought and/or the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund for distribution to the claiming Settlement Class Members. Defendants are not responsible for the allocation of the Fee Award amongst Settlement Class Counsel or otherwise. Defendants shall have no liability or responsibility for the attorneys' fees of Settlement Class Counsel other than as set forth in Sections 9.1 and 9.2, and Settlement Class Counsel expressly release Defendants from any and all claims for attorneys' fees related to the Action and Related Actions.

**9.2** Any Fee Award by the Court shall be paid from the Settlement Fund to Settlement Class Counsel at Edelson PC within seven (7) days of the entry of the Final Judgment and an order awarding such attorneys' fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the awarded fees and expenses, the Settlement, or any part thereof. Payment of the Fee Award shall be made via wire transfer to an account designated by Settlement Class Counsel at Edelson PC after providing necessary information for electronic transfer. Notwithstanding this, the Settlement Administrator is authorized to establish a qualified settlement fund under 26 U.S.C. § 468B, if a Settlement Class Counsel advises the Settlement Administrator of a desire to receive periodic payments in lieu of a lump sum payment of attorneys' fees. In such instance, only the attorneys' fees to be distributed to the requesting Settlement Class Counsel shall be deposited in the qualified settlement fund; the attorneys' fees to be distributed to all other Settlement Class Counsel shall not be required to be deposited in the qualified settlement fund nor otherwise affected in any way. Defendants and Defendants' Counsel shall have no liability or responsibility whatsoever for any costs, fees, expenses, taxes, or the filing of any tax return or other document

with the Internal Revenue Service or any other state or local taxing authority, associated with the creation or maintenance of a qualified settlement fund.

**9.3** In the event that the Effective Date does not occur, or the Final Judgment or the order making Fee Award is reversed or modified, or this Agreement is canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes final and not subject to review, and in the event that the Fee Award has been paid to any extent, then: (a) Settlement Class Counsel, with respect to the Fee Award paid, shall within thirty (30) business days from receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal or modification. Each such Settlement Class Counsel's law firm receiving fees and expenses, as a condition of receiving such fees and expenses, on behalf of itself and each equity partner and/or shareholder of it, agrees that the law firm and its equity partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

**9.4 Incentive Awards.** In addition to any settlement payments under the Agreement and in recognition of their efforts on behalf of the Settlement Class, subject to Court approval, Defendants agree that the Settlement Class Representatives shall each be entitled to reasonable incentive awards to be paid from the Settlement Fund. With no consideration having been given or received, Plaintiffs agree to seek no more than ten thousand dollars (\$10,000.00) each from the Court as an incentive award. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund. Such incentive award, whether awarded in the full amount sought or in an



amount as modified by the Court, shall be paid from the Settlement Fund (in the form of checks to the Settlement Class Representatives that are sent care of Settlement Class Counsel), within five (5) business days after entry of the Final Judgment if there have been no objections to the Settlement Agreement, and, if there have been such objections, within five (5) business days after the Effective Date.

**10. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

**10.1** Consistent with Section 1.10, the Effective Date of this Agreement shall not occur unless and until each and every one of the following events occurs, and shall be one (1) business day after the last (in time) of the following events occurs:

- a. this Agreement has been signed by the Parties, Settlement Class Counsel, and Defendants' Counsel;
- b. the Court has entered an order granting Preliminary Approval of the Agreement;
- c. the Court has entered an order finally approving the Settlement Agreement, following notice to the Settlement Class and a Final Approval Hearing, and has entered the Final judgment, or a judgment substantially consistent with this Agreement, that has become final and non-appealable; and
- d. in the event that the Court enters an order and final judgment in a form other than that provided above ("Alternative Judgment") to which the Parties have consented, that Alternative Judgment has become final and non-appealable.

**10.2** If some or all of the conditions specified in Section 10.1 are not met, or in the event that this Settlement Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this

Settlement Agreement shall be canceled and terminated subject to Section 10.3, unless Settlement Class Counsel and Defendants' Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the decision of the Court as to the amount of the Fee Award to Settlement Class Counsel set forth above or the incentive award to the Settlement Class Representatives, regardless of the amounts awarded, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination of the Agreement.

**10.3** If this Agreement is terminated or fails to become effective for any reason, including the reasons set forth in Section 8.1, 10.1, or 10.2, above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, the certification of the Settlement Class and any Final Judgment or other order entered by the Court in the Action in accordance with the terms of this Agreement shall be deemed vacated, *nunc pro tunc* and without prejudice to Defendants' right to contest class certification, and the Parties shall be returned to the *status quo ante* with respect to the Action and Related Actions, as if this Agreement had never been entered into.

## **11. MISCELLANEOUS PROVISIONS**

**11.1** The Parties: (1) acknowledge that it is their intent to consummate this Settlement Agreement; and (2) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Settlement Class Counsel and Defendants' Counsel agree to

cooperate with one another in seeking entry of an order granting Preliminary Approval of this Agreement and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement. The Parties further stipulate to stay all proceedings in the Action until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve final judicial approval of this Settlement Agreement.

**11.2** The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class Members, and the Releasing Parties and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendants, or each or any of them, in bad faith or without a reasonable basis.

**11.3** The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

**11.4** Whether the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement:

a. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission, concession, or evidence of, the

validity of any Released Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action or Related Actions, the violation of any law, statute, regulation or standard of care, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered, or received against Defendants as an admission, concession, or evidence of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

c. is, may be deemed, or shall be used, offered, or received against Plaintiffs or the Settlement Class, or each or any of them, as an admission, concession, or evidence of, the infirmity or strength of any claims asserted in the Action or the Related Actions, the truth or falsity of any fact alleged by Defendants, or the availability or lack of availability of meritorious defenses to the claims raised in the Action or the Related Actions;

d. is, may be deemed, or shall be used, offered, or received against either the Released Parties or Releasing Parties, or each or any of them, as an admission, concession, or evidence of, the validity of any Released Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action or Related Actions, the violation of any law, statute, regulation or standard of care, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties or Releasing Parties, or any of them, in connection with any pending or future claims for debt or loan forgiveness or Borrower Defense to Repayment applications;

e. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault, or wrongdoing as against any Released Party, in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Moreover, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Settlement Agreement and/or the Final Judgment in any action pending or that may be brought against such Party or Parties relating to the Released Claims in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, accord and satisfaction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

f. is, may be deemed, or shall be construed against Plaintiffs and the Settlement Class, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial; and

g. is, may be deemed, or shall be construed as, or received in evidence as an admission or concession against the Released Parties or Defendants, or each or any of them, that any of Plaintiffs' claims or the claims of the Settlement Class are with or without merit, or that damages recoverable in the Action and the Related Actions would have exceeded, or would have been less than, any particular amount.

**11.5** The headings used herein are used for the purpose of convenience only and are not

meant to have legal effect.

**11.6** The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

**11.7** All of the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

**11.8** This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersedes all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

**11.9** In the event of a variance between the terms of this Agreement and any of the Exhibits hereto, the terms of this Agreement shall control and supersede the Exhibit(s).

**11.10** Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action and Related Actions.

**11.11** Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other Person or party, and that they are fully entitled to release the same.

**11.12** To the fullest extent permissible under applicable law, Settlement Class Counsel represent and warrant on behalf of themselves and any others acting on their behalf, that, with respect to claims by individuals who are not Settlement Class Members that are the same as or

are similar to those asserted in the Action, they: (a) have not been retained nor contracted by any other individuals with potential claims against Defendants; and (b) have no present intention to bring any other claim against Defendants.

**11.13** Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

**11.14** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

**11.15** The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

**11.16** Nothing in this Settlement Agreement, nor the consummation of the Settlement, is to be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendants.

**11.17** No provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will be construed or relied upon as, tax advice. Each Party has relied exclusively upon

his, her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement. No Party has entered into this Settlement Agreement based upon the recommendation of any of the other Parties or any attorney or advisor to any of the other Parties.

**11.18** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts-of-law provisions thereof. This Settlement Agreement will not be affected by any future change, modification, reversal or clarification of the law. Any change, modification, reversal or clarification of the law will not affect the validity or enforceability of this Settlement Agreement unless such change, modification, reversal or clarification of law fully renders the Agreement unlawful.

**11.19** This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one party than another.

**11.20** Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel:

For Plaintiffs:

Benjamin H. Richman  
EDELSON PC  
350 North LaSalle Street, 14th Floor  
Chicago, Illinois 60654

For Defendants:

Chaka Patterson  
General Counsel, Adtalem Global Education  
Inc.  
500 West Monroe, 28<sup>th</sup> Floor  
Chicago, Illinois 60661

And

Patricia B. Palacios  
STEPTOE & JOHNSON LLP  
1330 Connecticut Ave, NW  
Washington, D.C. 20007



[SIGNATURES APPEAR ON FOLLOWING PAGE]

**Dave McCormick**

Date: 05 / 09 / 2020

By: 

Printed Name: Dave McCormick

**T'Lani Robinson**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dennis Magana**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Scott Swindell**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**David Torosyan**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Robby Brown**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dave McCormick**

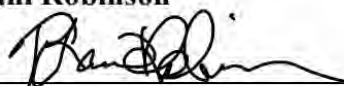
Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**T'Lani Robinson**

Date: 5/9/2020

By:  \_\_\_\_\_

Printed Name: T'Lani Robinson

**Dennis Magana**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Scott Swindell**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**David Torosyan**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Robby Brown**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dave McCormick**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**T'Lani Robinson**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dennis Magana**

Date: 05/10/2020

By: *Dennis magana*

Printed Name: Dennis magana

**Scott Swindell**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**David Torosyan**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Robby Brown**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dave McCormick**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**T'Lani Robinson**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dennis Magana**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Scott Swindell**

Date: 05/10/2020

By: *Scott T. Swindell*  
Scott T. Swindell (May 10, 2020)

Printed Name: Scott T. Swindell

**David Torosyan**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Robby Brown**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dave McCormick**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**T'Lani Robinson**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dennis Magana**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Scott Swindell**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**David Torosyan**

Date: 05 / 08 / 2020

By:  \_\_\_\_\_

Printed Name: David Torosyan

**Robby Brown**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dave McCormick**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**T'Lani Robinson**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Dennis Magana**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Scott Swindell**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**David Torosyan**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Robby Brown**

Date: 05 / 08 / 2020

By: Robby Brown

Printed Name: Robby brown

**Adtalem Global Education Inc.**

Date: 5/8/20

By: Chaka Patterson

Printed Name: Chaka M. Patterson

Its: General Counsel

**DeVry University, Inc.**

Date: 5/8/20

By: [Signature]

Printed Name: F. Willis Caruso, Jr.

Its: Interim President & CEO

*Approved as to form:*

**EDELSON PC**

Date: 5/10/2020

By: [Signature]

Printed Name: Benjamin H. Richman

**THE LAW OFFICE OF ROBERT L. TEEL**

Date: May 10, 2020

By: [Signature]

Printed Name: Robert Teel

**Steptoe & Johnson LLP**

Date: 5/8/2020

By: [Signature]

Printed Name: Patricia B. Palacios



# Exhibit A

**DEVRY UNIVERSITY SETTLEMENT CLAIM FORM**

THIS CLAIM FORM MUST BE POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated.

Name (First, M.I., Last): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Contact Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted if further information is required.)

Provide the following information regarding your DeVry University or Keller Graduate School education (to the best of your recollection):

Dates you attended (or paid for credits): \_\_\_\_\_ Approximate number of credits paid for: \_\_\_\_\_

Did you graduate? ☐ No ☐ Yes If yes, when \_\_\_\_\_? If yes, which degree? ☐ Associate's ☐ Bachelor's ☐ Master's

What was your field of study? \_\_\_\_\_

Did you obtain a job in your field of study ☐ No ☐ Yes If yes, when did you first obtain that job? \_\_\_\_\_

Class Member Verification: By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true (each box must be checked to receive a payment):

- ☐ I am a person in the United States who purchased or paid for any part of a DeVry or Keller education program between January 1, 2008, and December 15, 2016.
- ☐ I saw advertisements claiming that 90% of DeVry graduates had jobs in their field of study within six months after graduation (or substantially similar claims) and/or that DeVry graduates earned more on average than graduates of other colleges (or substantially similar claims), and this was a substantial factor in my decision to enroll or remain enrolled at DeVry or Keller.
- ☐ I authorize Adtalem Global Education Group Inc. and DeVry University, Inc. to inquire as to the receipt of any funds I may have already received from prior DeVry settlements, including, but not limited to, the settlements with the Federal Trade Commission, Department of Education, New York Attorney General and Massachusetts Attorney General or through any borrower defense to repayment application, and share that information with Settlement Class Counsel and the Settlement Administrator. I understand I may be contacted to provide additional information in order to process any Settlement payment.
- ☐ All information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_

The Settlement Administrator will review your Claim Form and will independently verify the dates of attendance and credit hours claimed. If accepted you will be mailed a check based on the number of credit hours that you paid for. If you graduated and your claim is accepted, your check will include an additional payment. This process takes time, please be patient.

Questions, visit [Settlement Website] or call [Settlement Administrator's Number]

# **Exhibit B**

From: [DeVrySettlement@SettlementWebsite.com](mailto:DeVrySettlement@SettlementWebsite.com)  
To: JonQClassMember@domain.com  
Re: Legal Notice of Class Action Settlement—*McCormick, et al. v. Adtalem Global Education, Inc.*, Case No. 2018-CH-04872 (Cook Cty. Ill. Cir. Ct.)

**If You Saw DeVry University's Advertisements About Their Graduates' Job and Salary Outcomes and Subsequently Enrolled in a DeVry University or Keller Graduate School Education Program, You May Be Entitled to a Payment From a Class Action Settlement.**

This notice is to inform you that a Settlement has been reached in a class action lawsuit claiming that Defendants Adtalem Global Education Group Inc. and DeVry University, Inc. (collectively, "DeVry") fraudulently advertised that 90% of their graduates had jobs in their fields of study within six months of graduation (the "90% Placement Claim"), and that, on average, DeVry graduates earned 15% more income one year after graduation than graduates of other institutions (the "Higher Income Claim"). Plaintiffs claim that students relied on these misrepresentations to enroll and pay more than they otherwise would have. DeVry denies that the advertisements were fraudulent or misleading, or that it violated any law, but has agreed to the Settlement to avoid the risk and expense associated with continuing the case.

**Am I a Settlement Class Member?** Our records indicate you may be a Settlement Class Member. You're eligible to take part in the Settlement if you are a person 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. You must have also seen the 90% Placement Claim and/or Higher Income Claim (or substantially similar claims) and enrolled based on these claims.

**What Can I Get?**

*Monetary Relief:* If the Settlement is approved by the Court, DeVry will establish a \$44,950,000 Settlement Fund. If you are entitled to relief, you may submit a Claim Form to receive a *pro rata* (meaning equal) share of the Settlement Fund (after first deducting graduate payments, costs to administer the Settlement, attorneys' fees and costs, and an award to the Plaintiffs for serving as Settlement Class Representatives) based on the number of DeVry and/or Keller credit hours that you paid for. If you graduated from DeVry but did not obtain a job in your field of study, you will be entitled to an *additional* payment of \$500 if you obtained an associate's degree, \$1,000 if you obtained a bachelor's degree, or \$500 if you obtained a master's degree. If you previously received settlement payments or debt forgiveness from prior DeVry settlements or through the government, DeVry is entitled to deduct those amounts from any payment that you may otherwise be entitled to under this Settlement.

*Career Counseling:* If you are a Settlement Class Member that graduated from DeVry but did not obtain a job in your field of study within six months of graduation, DeVry will also make available career counseling services to you for a period of three years following the date the Settlement is approved by the Court.

*Deletion of Negative Credit Events:* DeVry will also request that all major U.S. credit agencies remove any negative credit events on your credit report that DeVry reported between January 1,

2008 and December 15, 2016 in connection with loans it issued to you or amounts you might owe to DeVry.

**How Do I Get Benefits?** In order to receive a cash payment, you must submit a timely and complete Claim Form **no later than [claims deadline]**. You can complete a Claim Form online **here [link to Claim Form on Settlement Website]**. If your claim is approved, your payment will come by check. As long as you are a Settlement Class Member that graduated and did not get a job in your field of study within six months of graduation, you do not need to submit a Claim Form or take any other steps to be entitled to career counseling. DeVry will also request the deletion of any negative credit events it reported for all Settlement Class Members without you having to submit a Claim Form or do anything else.

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the Settlement Administrator (at the address provided below) no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get any payment or any other relief that the Settlement provides, but you keep any rights you may have to sue DeVry over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed Settlement. Your written objection must be filed with the Court and mailed to Settlement Class Counsel and DeVry's counsel **no later than [objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[Settlement Website]**. If you submit a Claim Form or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, you will no longer be able to bring claims against DeVry relating to its allegedly fraudulent advertising of its graduates' employment and salary statistics. The Settlement does **not**, however, affect your ability to seek debt forgiveness via a Borrower Defense to Repayment claim based on the 90% Placement Claim/Higher Income Claim.

**Who Represents Me?** The Court has appointed a team of lawyers from Edelson PC and The Law Office of Robert L. Teel to represent the Class. These attorneys are called Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Plaintiffs Dave McCormick, T'Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown, who are Settlement Class Members like you, have been appointed by the Court as Settlement Class Representatives.

**When Will the Court Consider the Proposed Settlement?** The Court will hold a Final Approval Hearing at **[ ] .m. on [Final Approval Hearing Date]** in Courtroom 2510, Daley Center, 50 West Washington Street, Chicago, Illinois 60602. At that hearing, the Court will: hear any objections; determine the fairness of the Settlement; decide whether to approve Settlement Class Counsel's request for an award of reasonable attorneys' fees and reimbursement of costs; and decide whether to approve the Settlement Class Representatives' request for an award for their services in helping to bring and settle this case. DeVry has agreed to pay Settlement Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Settlement Class Counsel will file their motion for attorneys' fees and service awards to the Settlement Class Representatives no later than **[ ] [insert date 14 days before objection deadline]**, and a copy of the motion will be available at **[Settlement Website]**.

**How Do I Get More Information?** For more information, including the full Notice, Claim Form, and Settlement Agreement, go to [Settlement Website], contact the Settlement Administrator at 1- - - or DeVry Settlement Administrator, [address], or call Settlement Class Counsel at 1-866-354-3015.

# Exhibit C

COURT AUTHORIZED NOTICE OF CLASS ACTION AND  
PROPOSED SETTLEMENT

**IF YOU SAW DEVRY UNIVERSITY'S  
ADVERTISEMENTS ABOUT ITS  
GRADUATES' JOB AND SALARY  
OUTCOMES AND SUBSEQUENTLY  
ENROLLED AT DEVRY, YOU MAY BE  
ENTITLED TO A PAYMENT FROM A  
CLASS ACTION SETTLEMENT**

DeVy Settlement  
Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

**DEVRY UNIVERSITY SETTLEMENT CLAIM FORM**

THIS CLAIM FORM MUST BE POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated.

Name (First, M.I., Last): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Contact Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted if further information is required.)

Provide the following information regarding your DeVry education (to the best of your recollection):

Dates you attended (or paid for credits): \_\_\_\_\_ Approximate number of credits paid for: \_\_\_\_\_

Did you graduate? ☐ No ☐ Yes If yes, when \_\_\_\_\_? If yes, which degree? ☐ Associate's ☐ Bachelor's ☐ Master's

What was your field of study? \_\_\_\_\_

Did you obtain a job in your field of study ☐ No ☐ Yes If yes, when did you first obtain that job? \_\_\_\_\_

Class Member Verification: By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true (each box must be checked to receive a payment):

☐ I am a person in the United States who purchased or paid for any part of a DeVry or Keller education program between January 1, 2008, and December 15, 2016.

☐ I saw advertisements claiming that 90% of DeVry graduates had jobs in their field of study within six months after graduation (or substantially similar claims) and/or that DeVry graduates earned more on average than graduates of other colleges (or substantially similar claims), and this was a substantial factor in my decision to enroll or remain enrolled at DeVry or Keller.

☐ I authorize Adtalem Global Education Group Inc. and DeVry University, Inc. to inquire as to the receipt of any funds I may have already received from prior DeVry settlements, including, but not limited to, the settlements with the Federal Trade Commission, Department of Education, New York Attorney General and Massachusetts Attorney General or through any borrower defense to repayment application, and share that information with Settlement Class Counsel and the Settlement Administrator. I understand I may be contacted to provide additional tax information in order to process any Settlement payment.

☐ All information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_



The Settlement Administrator will review your Claim Form and will independently verify the dates of attendance and credit hours claimed. If accepted you will be mailed a check based on the number of credit hours that you paid for. If you graduated and your claim is accepted, your check will include an additional payment. This process takes time, please be patient.

Questions, visit [\[Settlement Website\]](#) or call [\[Settlement Administrator's Number\]](#)

A Settlement has been reached in a class action lawsuit claiming that Defendants Adtalem Global Education Group Inc. and DeVry University, Inc. (collectively, "DeVry") fraudulently advertised that 90% of their graduates had jobs in their fields of study within six months of graduation (the "90% Placement Claim"), and that, on average, DeVry graduates earned 15% more income one year after graduation than graduates of other institutions (the "Higher Income Claim"). Plaintiffs claim that students relied on these misrepresentations to enroll and pay more than they otherwise would have. DeVry denies any wrongdoing and denies that these allegations are true, but has agreed to the Settlement to avoid the risk and expense associated with continuing the case.

**Am I a Class Member?** Our records indicate you may be a Settlement Class Member. You're eligible to take part in the Settlement if you are a person 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. You must have also seen the 90% Placement Claim and/or Higher Income Claim (or substantially similar claims) and enrolled based on these claims.

**What Can I Get?** DeVry has agreed to establish a \$44,950,000 Settlement Fund. You may submit a Claim Form to receive a *pro rata* (meaning equal) share of the Settlement Fund (after first deducting graduate payments, costs to administer the Settlement, attorneys' fees and costs, and an award to the Plaintiffs) based on the number of credits that you paid for. If you graduated from DeVry but did not obtain a job in your field of study, you will be entitled to an additional payment of \$500 if you obtained an associate's degree, \$1,000 if you obtained a bachelor's degree, or \$500 if you obtained a master's degree. If you previously received settlement payments or debt forgiveness from DeVry settlements or through the government, those amounts will be deducted from any payment that you may otherwise be entitled to under this Settlement. DeVry has also agreed to provide career counseling services to some Settlement Class Members and to write to request deletion of any negative credit events it reported about you from Jan. 1, 2008 to Dec. 15, 2016.

**How Do I Get a Payment?** You must submit a timely and complete Claim Form **no later than** [\[claims deadline\]](#). A Claim Form is attached to this Notice or you can submit one online at [\[Settlement Website\]](#). If your claim is approved, payment will come by check.

**What are My Other Options?** You may exclude yourself from the Class and Settlement by sending a letter to the Settlement Administrator (at the address provided below) no later than [\[objection/exclusion deadline\]](#). If you exclude yourself, you cannot get any payment or any other relief that the Settlement provides, but you keep any rights you may have to sue DeVry over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed Settlement. Any written objection must be filed with the Court and mailed to Settlement Class Counsel and DeVry's counsel **no later than** [\[objection/exclusion deadline\]](#). Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [\[Settlement Website\]](#). If you submit a Claim Form or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments, and you will not be able to pursue claims against DeVry relating to its allegedly fraudulent advertising of its graduates' employment and salary statistics. The Settlement does not, however, affect your ability to claim debt forgiveness or submit a Borrower Defense to Repayment claim based on the 90% Placement Claim/Higher Income Claim.

**Who Represents Me?** The Court has appointed lawyers, called Settlement Class Counsel from Edelson PC and The Law Office of Robert L. Teel to represent the Class. You won't be charged for these lawyers, but you may hire your own lawyer at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at \_\_\_\_\_.m. on [Final Approval Hearing Date] in Courtroom 2510, Daley Center, 50 West Washington Street, Chicago, Illinois 60602. At that hearing, the Court will: hear any objections; determine the fairness of the Settlement; decide whether to approve Settlement Class Counsel's request for attorneys' fees and costs; and whether to approve the Settlement Class Representatives' request for an award for their services in helping to bring and settle this case. DeVry has agreed to pay Settlement Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Settlement Class Counsel will file their motion for attorneys' fees and service awards no later than [insert date 14 days before objection deadline], and a copy of the motion will be available at [Settlement Website].

**How Do I Get More Information?** For more information, including the full Notice, Claim Form, and Settlement Agreement go to [Settlement Website], contact the Settlement Administrator at 1-\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_ or DeVry Settlement Administrator, [address], or call Settlement Class Counsel at 1-866-354-3015.

\_\_\_\_\_  
\_\_\_\_\_

DeVry Settlement Administrator  
c/o [Settlement Administrator]  
PO Box 0000  
City, ST 00000-0000

XXX

# **Exhibit D**

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS**  
*McCormick, et al. v. Adtalem Global Education, Inc., et al.*  
 Case No. 2018-CH-04872

**If You Saw DeVry University's Advertisements About Their Graduates' Employment and Salary Outcomes and Subsequently Enrolled in a DeVry University or Keller Graduate School Education Program, You May Be Entitled to a Payment From a Class Action Settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit claiming that Defendants Adtalem Global Education Group Inc. and DeVry University, Inc. (collectively, "DeVry") fraudulently advertised that 90% of their graduates were employed in their fields of study within six months of graduation (the "90% Placement Claim"), and that, on average, DeVry graduates earned 15% more income one year after graduation than graduates of other institutions (the "Higher Income Claim"). Plaintiffs claim that students relied on these misrepresentations to enroll and pay more than they otherwise would have. DeVry denies that the advertisements were fraudulent or misleading, or that it violated any law, but has agreed to the Settlement to avoid the risk and expense associated with continuing the case.
- You are included in the Settlement if you are a person 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. You must have also seen the 90% Placement Claim and/or Higher Income Claim (or substantially similar claims) and enrolled based on these claims.
- Persons included in the Settlement will be eligible receive a *pro rata* (meaning equal) share of the \$44,950,000 Settlement Fund (after first deducting graduate payments, costs to administer the Settlement, attorneys' fees and costs, and an award to the Plaintiffs) based on the number of credits that you paid for. Settlement Class Members that graduated from DeVry but did not obtain a job in their field of study will be eligible for an *additional* payment of \$500 if they obtained an associate's degree, \$1,000 if they obtained a bachelor's degree, or \$500 if they obtained a master's degree. DeVry has also agreed to provide certain career counseling services, and will write to request deletion of any negative credit events from Settlement Class Members' credit reports that it reported from January 1, 2008 to December 15, 2016.
- Read this notice carefully. Your legal rights are affected whether you act or don't act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits from the Settlement, but you will retain any rights you currently have to sue DeVry about the claims in this case.

<b>OBJECT</b>	Write to the Court explaining why you don't like the Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	You won't get a Settlement payment, but may be eligible for career counseling, and the deletion of any negative credit events from your credit report that DeVry reported.

Your rights and options—and the deadlines to exercise them—are explained in this Notice.

### BASIC INFORMATION

#### 1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Michael T. Mullen of the Circuit Court of Cook County, Illinois, is overseeing this case. The case is called *McCormick, et al v. Adtalem Global Education, Inc.*, Case No. 2018-CH-04872. The individuals that have filed suit, Plaintiffs Dave McCormick, T'Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown are called the Plaintiffs or Settlement Class Representatives. The Defendants are Adtalem Global Education Inc., formerly known as DeVry Education Group, Inc., and DeVry University, Inc.

#### 2. What is a class action?

In a class action, one or more people or entities called Settlement Class Representatives (in this case, Dave McCormick, T'Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown) sue on behalf of a group or a "class" of people or entities that have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

#### 3. What is this lawsuit about?

This lawsuit claims that DeVry fraudulently advertised that 90% of their graduates had jobs in their fields of study within six months of graduation (the "90% Placement Claim"), and that, on average, DeVry graduates earned 15% more income one year after graduation than graduates of other institutions (the "Higher Income Claim"). Plaintiffs claim that students relied on these misrepresentations to enroll and pay more than they otherwise would have. DeVry denies that the advertisements were fraudulent or misleading, or that it violated any law. The Court has not determined

who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the risk and expense associated with ongoing litigation.

#### **4. Why is there a Settlement?**

The Court has not decided whether the Plaintiffs or DeVry should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the risk and expense associated with ongoing litigation, and class members will get compensation sooner rather than, if at all, after the completion of a trial and any appeals.

#### **WHO'S INCLUDED IN THE SETTLEMENT?**

#### **5. How do I know if I am in the Settlement Class?**

The Court decided that everyone who fits the following description are members of the **Settlement Class**:

Persons 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.

Persons in the Settlement Class must have also seen DeVry's 90% Placement Claim and/or Higher Income Claim (or substantially similar claims) and enrolled based on these claims.

#### **THE SETTLEMENT BENEFITS**

#### **6. What does the Settlement provide?**

**Monetary Relief:** If the Settlement is approved by the Court, DeVry will establish a \$44,950,000 Settlement Fund. If you are entitled to relief, you may submit a Claim Form to receive a pro rata (meaning equal) share of the Settlement Fund (after first deducting graduate payments, costs to administer the Settlement, attorneys' fees and costs, and an award to the Plaintiffs) based on the number of credits that you paid for. If you graduated from DeVry but did not obtain a job in your field of study, you will be entitled to an *additional* payment of \$500 if you obtained an associate's degree, \$1,000 if you obtained a bachelor's degree, or \$500 if you obtained a master's degree. If you previously received settlement payments or debt forgiveness from DeVry settlements or through the government, those amounts will be deducted from any payment that you may otherwise be entitled to under this Settlement.

**Career Counseling:** If you are a Settlement Class Member that graduated from DeVry but did not obtain a job in your field of study within six months of graduation, DeVry will make available to you career counseling services. You need not submit a Claim Form to obtain this benefit.



***Deletion of Negative Credit Events:*** DeVry will also request that all major U.S. credit agencies remove any negative credit events on your credit report that DeVry reported from January 1, 2008 to December 15, 2016 in connection with loans it issued to you or amounts you might owe to DeVry. You need not submit a Claim Form to obtain this benefit.

A detailed description of the Settlement benefits can be found in the [Settlement Agreement](#). [\[insert hyperlink\]](#)

#### **7. How much will my payment be?**

If you are member of the Settlement Class you may submit a Claim Form to receive a portion of the Settlement Fund remaining after graduate payments, costs to administer the Settlement, attorneys' fees and costs, and any service awards to the Settlement Class Representatives are paid. Each Settlement Class Member who submits a valid claim will receive a proportionate share of the Settlement Fund remaining after these deductions based on the number of credits that they paid for. The amount that Settlement Class Members will be reimbursed per credit hour will depend on how many Settlement Class Members submit valid claims, and how many credit hours are associated with those claims.

In addition, Settlement Class Members that have graduated, but have not received a job within their field of study within six months after graduation, are eligible to receive an additional \$500 "graduate payment" if they graduated with an associate's degree, an additional \$1,000 "graduate payment" if they graduated with a bachelor's degree, or an additional \$500 "graduate payment" if they graduated with a master's degree.

#### **8. When will I get my payment?**

The hearing to consider the fairness of the Settlement is scheduled for [\[Final Approval Hearing Date\]](#). If the Court approves the Settlement and there are no appeals of the Court's approval, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their payment within 90 days of the Final Approval Hearing (see Question 21) in the form of a check, and all checks will expire and become void 90 days after they are issued.

### **HOW TO GET BENEFITS**

#### **9. How do I get a payment?**

If you are a Settlement Class Member and you want to get a payment, you must complete and submit a Claim Form by [\[Claims Deadline\]](#). Claim Forms can be found and submitted online [here](#) or you may have received a Claim Form in the mail as a

postcard attached to a summary of this notice. To submit a Claim Form online or to request a paper copy, go to [\[Settlement Website\]](#) or call toll free, [1-800-000-0000](#).

We encourage you to submit your Claim Form online. Not only is it easier and more secure, but it is completely free and takes only minutes!

#### **10. How do I get career counseling services?**

As long as you are a Settlement Class Member who has graduated from DeVry and did not obtain a job in your field of study within six months after graduation, you are eligible to receive career counseling services from DeVry for a period of three years following the Court's approval of the Settlement. You do not need to submit a Claim Form to take advantage of this aspect of the Settlement. However, if you exclude yourself from the Settlement, you will not be able to receive career counseling services.

#### **11. How do I get negative credit events reported by DeVry off of my credit report?**

As long as you are a Settlement Class Member and remain in the Settlement (i.e., do not exclude yourself), DeVry will request that any negative credit events it reported between January 1, 2008 and December 15, 2016 related to your DeVry-issued loans or other money you might owe DeVry will be deleted. However, if you exclude yourself, DeVry will not request the deletion of any such negative credit events.

### **REMAINING IN THE SETTLEMENT**

#### **12. What am I giving up if I stay in the Class?**

If the Settlement becomes final, you will give up your right to sue DeVry for the claims being resolved by this Settlement related to the 90% Placement Claim and/or the Higher Income Claims. The specific claims you are giving up against DeVry are described in Section 3 of the Settlement Agreement. Unless you exclude yourself (see Question 16), you are "releasing" these claims against DeVry, regardless of whether you submit a Claim Form or not. The Settlement Agreement is available [here](#) on the Settlement website.

Even if you submit a Claim Form or otherwise participate in the Settlement, you will **NOT** be giving up your ability to pursue debt forgiveness via Borrower Defense to Repayment claims based on the 90% Placement Claim or Higher Income Claim. You will still be able to pursue such debt-forgiveness claims even if you participate in this Settlement.

The Settlement Agreement describes the released claims in detail, so please read it carefully. If you have any questions you can talk to the lawyers listed in Question 14 for free or you can, of course, talk to your own lawyer at your own expense.



**13. What happens if I do nothing at all?**

If you do nothing and the Settlement is approved, you will remain in the Settlement Class, but will not receive a Settlement payment. You may still be eligible for career counseling services, and for the deletion of any DeVry-reported negative credit events. As a Settlement Class Member, you won't be able to start a lawsuit or be part of any other lawsuit against DeVry for the claims being resolved by this Settlement.

**THE LAWYERS REPRESENTING YOU****14. Do I have a lawyer in the case?**

The Court has appointed Jay Edelson, Benjamin H. Richman, and Michael W. Ovca of Edelson PC and Robert L. Teel of The Law Office of Robert L. Teel to be the attorneys representing the Settlement Class. They are called "Settlement Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for any time you spend talking with these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

**15. How will the lawyers be paid?**

DeVry has agreed that Settlement Class Counsel are entitled to reasonable attorneys' fees and costs in an amount to be determined by the Court. Under the Settlement Agreement, any attorneys' fees and costs awarded by the Court will be paid out of the Settlement Fund.

Settlement Class Counsel will file their motion for attorneys' fees, costs and service awards to the Settlement Class Representatives no later than            [insert date 14 days before objection deadline], and a copy of the motion will be available on the Settlement website under the Case Documents tab.

DeVry has agreed that the Settlement Class Representatives are entitled to a reasonable incentive award in an amount to be determined by the Court. This will be paid from the Settlement Fund for their services in helping to bring and settle this case.

**EXCLUDING YOURSELF FROM THE SETTLEMENT****16. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the settlement in *McCormick, et al. v. Adtalem Global Education, Inc., et al.*, Case No. 2018-CH-04872. Your letter or request for exclusion must also include your name, your telephone number, your address, a statement that you are a person in the United States that purchased or otherwise paid for any part of a DeVry or Keller education program between January 1, 2008 and December 15, 2016, and a statement that you wish to be excluded from the proposed Settlement Class. You must mail or deliver your exclusion request no later than **[objection/exclusion deadline]** to:

DeVry Settlement  
0000 Street  
City, ST 00000

**17. If I don't exclude myself, can I sue the Defendant for the same thing later?**

No. If you do not exclude yourself from the Settlement and it is ultimately approved by the Court, you will give up any right to sue DeVry for the claims being resolved by this Settlement. Your ability to pursue debt forgiveness (via Borrower Defense to Repayment claims based on the 90% Placement Claim or Higher Income Claim) will **NOT** be affected by the Settlement. You will still be able to pursue such debt-forgiveness claims even if you don't exclude yourself from this Settlement.

**18. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, you will not receive any benefits or payments under the Settlement, but will retain your ability to sue DeVry for the claims the Settlement releases.

**OBJECTING TO THE SETTLEMENT**

**19. How do I object to the Settlement?**

If you're a Settlement Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *McCormick, et al. v. Adtalem Global Education, Inc., et al.*, Case No. 2018-CH-04872 and identify all your reasons for your objections (including any citations to law or other information and supporting evidence) and attach any materials you rely on for your objections. If you have a lawyer, they must file an appearance. Your letter or brief must also include your name, your telephone number, your address, the basis upon which you claim to be a Settlement Class Member (i.e., that you are a person in the United States that purchased or otherwise paid for any part of a DeVry or Keller education program between January 1, 2008 and December 15, 2016), the name and contact information of any and all attorneys representing, advising, or in any way assisting you in



connection with your objection, and your signature. You must also mail or hand deliver a copy of your letter or brief to Settlement Class Counsel and DeVry's Counsel listed below. You cannot object if you exclude yourself from the Settlement.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question 23), you must say so in your letter or brief, and you must file the objection with the Court and mail a copy to these three different places postmarked no later than **[objection deadline]**.

Court	Settlement Class Counsel	DeVry's Counsel
Hon. Michael T. Mullen Courtroom 2510 Daley Center 50 West Washington Street, Chicago, Illinois 60602	Benjamin H. Richman EDELSON PC 350 North LaSalle Street, 14th Floor Chicago, Illinois 60654	Patricia Palacios STEPTOE & JOHNSON LLP 1130 Connecticut Ave. NW Washington, DC 20007

#### **20. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

#### **THE COURT'S FINAL APPROVAL HEARING**

#### **21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing at **[0000]** on **Month 00, 2020** in Courtroom 2510, Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Settlement Class Counsel's request for attorneys' fees and expenses; and to consider the request for a service award to the Settlement Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time, so it is a good idea to check **[Settlement Website]** or call **1-866-354-3015** to confirm the date and time of the hearing. If, however, you timely objected to the Settlement and advised the Court that

you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date and/or time of such Final Approval Hearing.

#### **22. Do I have to come to the hearing?**

No, Settlement Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection or comment on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

#### **23. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the final hearing to determine the Settlement's fairness. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that it is your "Notice of Intent to Appear in the Circuit Court of Cook County, 50 West Washington Street, Chicago, Illinois." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question 19.

### **GETTING MORE INFORMATION**

#### **24. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement and at **[Settlement Website]**. You can get a copy of the Settlement Agreement at **[Settlement Website]**. You may also write with questions to **DeVry Settlement, P.O. Box 0000, City, ST 00000**. You can also call the Settlement Administrator at **1-800-000-0000** or Settlement Class Counsel at **1-866-354-3015**, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information on the Settlement Website.

Return Date: No return date scheduled  
Hearing Date: No hearing scheduled  
Courtroom Number: No hearing scheduled  
Location: No hearing scheduled

FILED  
9/16/2020 9:11 PM  
DOROTHY BROWN  
CIRCUIT CLERK  
COOK COUNTY, IL  
2018CH04872

10476021

FILED DATE: 9/16/2020 9:11 PM 2018CH04872

# Exhibit 2

**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 GLOBEL EDUCATION INC., formerly known as  
DEVRY EDUCATION GROUP, INC., a Delaware corporation,  
DEVRY UNIVERSITIY, INC., a Delaware corporation,

Defendants

CASE NO. 2018-CH-04872

**DECLARATION OF MICHAEL E. HAMER**

I, Michael E. Hamer, hereby declare as follows:

1. I am a Project Manager at Heffler Claims Group, LLC ("Heffler"). Our business address is 1515 Market Street, Suite 1700, Philadelphia, PA 19102. I am over twenty-one years of age and am authorized to make this Declaration on behalf of Heffler and myself. The following statements are based on my personal knowledge and information provided by other experienced Heffler employees working under my supervision.

2. Heffler has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities, employment and labor, consumer and government enforcement matters. Heffler provided notification and/or claims administration services in more than 2,500 cases.

3. Heffler was appointed as Settlement Administrator to provide notification and administration services in the above-captioned matter, including: (a) establishing a mailing

address for the Settlement; (b) confirming or updating addresses for the List of Potential Class Members (“the Class List”) eligible to participate in the Settlement; (c) preparing, printing and sending the Postcard Notice that contained a Claim Form, via mail to individuals on the Class List; (d) preparing and sending an Email Notice to those Class Members with a valid email address; (e) set up and monitor case website; (f) set up and monitor a Toll Free Number; (g) logging Postcard Notices which were returned as undeliverable; (h) tracking of written requests for exclusion; (i) claims administration; (j) distribution; and (k) such other tasks as Counsel mutually agree or the Court orders or requests Heffler to perform.

4. Heffler opened and uses the post office box address of: DeVry University Settlement, c/o Settlement Administrator, P.O. Box 7237, Philadelphia, PA 19101-7237 (“the Settlement P.O. Box”) to receive Requests for Exclusion, undeliverable Postcard Notices, inquiries, and other communications about the Settlement. Heffler set up and monitors the toll-free telephone number 1-833-913-4211 and the website *www.DevryUniversitySettlement.com* (“the Settlement Website”), as listed in the Postcard Notice, for Class Members to contact us with questions and/or to obtain more information. Heffler also set up and monitors the email address *info@devryuniversitysettlement.com*, to which Settlement Class Members can submit claim forms, opt-out and exclusion requests, objections, and/or questions.

5. On June 7, 2020, Heffler set up, activated and continues to maintain the toll-free telephone number 1-833-913-4211 with an Interactive Voice Response (IVR) system, allowing callers access to recorded, general information about the Settlement and the ability to leave a voicemail message. Through September 15, 2020, the toll-free telephone system has logged a total of 5,603 calls representing a total of 20,650 IVR minutes.

6. On June 5, 2020, Heffler established and activated the Settlement Website that provides an explanation of the Settlement and important dates; allows for online claim submission; and posts copies of the Third Amended Class Action Complaint and Demand for Jury Trial, the Settlement Agreement, Plaintiffs’ Motion for Preliminary Approval, Plaintiffs’ Memorandum ISO Preliminary Approval of Class Action Settlement, the Richman Declaration



ISO Preliminary Approval, the Preliminary Approval Order, the Notice, a Sample Email Notice, the Motion for Attorneys' Fees, Expenses and Incentive Awards, the Exhibits to Motion for Attorneys' Fees, Expenses and Incentive Awards and the Claim Form in .pdf format. Potential Class Members who learn of the Settlement through any means are able to obtain copies of these documents through the Settlement Website, 24 hours per day, even if they had not directly received an Email or Postcard Notice. The Settlement Website continues to be fully operational and fully functional.

7. Heffler received the Class List, which contained the names, mailing addresses, email addresses (if available) of 444,039 unique Class Member records. A total of 432,623 Class Members with domestic mailing addresses were processed, standardized and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service ("USPS"). The NCOA contains change of address notifications filed with the USPS. In the event an individual had filed a USPS change of address notification, the address listed with NCOA was used in connection with the mailing of the Postcard Notice.

8. Heffler received text for the Postcard Notice and the Email Notice ("the Notices") and prepared drafts that were submitted to, and approved by, counsel for the parties. The Notices provided adequate information of the Proposed Settlement and the Class Members' rights to object or request to be excluded/opted-out from the Class. The Notices advised Class Members of the Settlement, and that they could submit a written Request for Exclusion postmarked by August 24, 2020, and an Objection postmarked by August 24, 2020. Exemplars of these Notices are attached hereto as **Exhibit A**.

9. On July 13, 2020, Heffler initiated an Email Notice blast to 441,936 Class Members whose records contained an email address. A total of 125,780 of these have been noted as undeliverable, or "bounced." Of these bounced Email Notices, a total of 119,516 were successfully sent a Postcard Notice, as described below.

10. On July 13, 2020, Postcard Notices were printed and mailed to the 438,918 Class Members contained in the Class List with foreign (6,295) or domestic (432,623) mailing



addresses via postage prepaid, first-class U.S. Mail. Through September 15, 2020, a total of 69,631 of these have been returned by the USPS as undeliverable. Of these: (a) a total of 2,921 were returned with forwarding addresses noted and were promptly re-mailed to those Class Members via postage prepaid, first-class U.S. Mail; and (b) a total of 66,710 were returned without a forwarding address, and Heffler researched the names and addresses through LexisNexis. Class Notices were then printed and mailed to the 50,788 for which an updated address was so obtained. Those for which an updated address was not obtained through LexisNexis (or were returned by the USPS as undeliverable after LexisNexis research) are deemed “Unlocatable” and no further processing will be performed. Of the 66,710 Postcard Notice that were undeliverable without a forwarding address, a total of 7,299 were successfully sent an Email Notice, as described above.

11. Through September 15, 2020, a total of 437,795 of the 444,039 known Class Members show their Email and/or Postcard Notice has not been returned as undeliverable; thus, Heffler estimates 98.59% of the class have successfully received direct notice.

12. Heffler is responsible for receipt and logging of all written Requests for Exclusion from the Settlement. Pursuant to the Preliminary Approval Order, Requests for Exclusion are to be postmarked no later than August 24, 2020. Through September 15, 2020, Heffler has received 866 Requests for Exclusion from purported Class Members. Of these, 568 were submitted electronically by a single law firm, Stoltmann Law Offices, P.C., and another 218 were submitted electronically by another single law firm, The Carlson Law Firm. Heffler has not received any Objections to any aspect of the Settlement.

13. Through September 15, 2020, Heffler has received a total of 53,132 claims. Of these: (a) a total of 17,500 are paper claims; and (b) a total of 35,632 are electronic, submitted through the case website. Heffler is activity processing and reviewing the claim submissions to determine valid claims, deficient claims, and for any duplicates.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 16th day of September 2020, in Springfield, Pennsylvania.



Michael E. Hamer

# **EXHIBIT A**

**COURT AUTHORIZED NOTICE OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

McCormick v. DeVry University  
c/o Settlement Administrator  
PO Box 7237  
Philadelphia, PA 19101-7237

**IF YOU SAW DEVRY UNIVERSITY'S  
ADVERTISEMENTS ABOUT ITS GRADUATES'  
JOB AND SALARY OUTCOMES AND  
SUBSEQUENTLY ENROLLED AT DEVRY, YOU  
MAY BE ENTITLED TO A PAYMENT FROM A  
CLASS ACTION SETTLEMENT**

<<refnum barcode>>

**Class Member ID: 31136SAMPLE02**

<<FirstName>> <<LastName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

A Settlement has been reached in a class action lawsuit claiming that Defendants Adtalem Global Education Group Inc. and DeVry University, Inc. (collectively, “DeVry”) fraudulently advertised that 90% of their graduates had jobs in their fields of study within six months of graduation (the “90% Placement Claim”), and that, on average, DeVry graduates earned 15% more income one year after graduation than graduates of other institutions (the “Higher Income Claim”). Plaintiffs claim that students relied on these misrepresentations to enroll and pay more than they otherwise would have. DeVry denies any wrongdoing and denies that these allegations are true, but has agreed to the Settlement to avoid the risk and expense associated with continuing the case.

**Am I a Class Member?** Our records indicate you may be a Settlement Class Member. You’re eligible to take part in the Settlement if you are a person 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. You must have also seen the 90% Placement Claim and/or Higher Income Claim (or substantially similar claims) and enrolled based on these claims.

**What Can I Get?** DeVry has agreed to establish a \$44,950,000 Settlement Fund. You may submit a Claim Form to receive a pro rata (meaning equal) share of the Settlement Fund (after first deducting graduate payments, costs to administer the Settlement, attorneys’ fees and costs, and an award to the Plaintiffs) based on the number of credits that you paid for. If you graduated from DeVry but did not obtain a job in your field of study, you will be entitled to an additional payment of \$500 if you obtained an associate’s degree, \$1,000 if you obtained a bachelor’s degree, or \$500 if you obtained a master’s degree. If you previously received settlement payments or debt forgiveness from DeVry settlements or through the government, those amounts will be deducted from any payment that you may otherwise be entitled to under this Settlement. DeVry has also agreed to provide career counseling services to some Settlement Class Members and to write to request deletion of any negative credit events it reported about you from January. 1, 2008 to December. 15, 2016.

**How Do I Get a Payment?** You must submit a timely and complete Claim Form **postmarked no later than Monday, September 7, 2020**. A Claim Form is attached to this Notice or you can submit one online at [www.devryuniversitysettlement.com](http://www.devryuniversitysettlement.com). If your claim is approved, payment will come by check.

**What are My Other Options?** You may exclude yourself from the Class and Settlement by sending a letter to the Settlement Administrator (via mail or email at the addresses provided below) **postmarked or emailed** no later than **Monday, August 24, 2020**. If you exclude yourself, you cannot get any payment or any other relief that the Settlement provides, but you keep any rights you may have to sue DeVry over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed Settlement. Any written objection must be **filed** with the Court and mailed to Settlement Class Counsel and DeVry’s counsel **no later than Monday, August 24, 2020**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.devryuniversitysettlement.com](http://www.devryuniversitysettlement.com). If you submit a Claim Form or do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments, and you will not be able to pursue claims against DeVry relating to its allegedly fraudulent advertising of its graduates’ employment and salary statistics. The Settlement does not, however, affect your ability to claim debt forgiveness or submit a Borrower Defense to Repayment claim based on the 90% Placement Claim/Higher Income Claim.

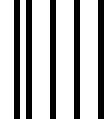
**Who Represents Me?** The Court has appointed lawyers, called Settlement Class Counsel from Edelson PC and The Law Office of Robert L. Teel to represent the Class. You won’t be charged for these lawyers, but you may hire your own lawyer at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at **1:30 p.m. on Wednesday, October 7, 2020** in Courtroom 2510, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602. At that hearing, the Court will: hear any objections; determine the fairness of the Settlement; decide whether to approve Settlement Class Counsel’s request for attorneys’ fees and costs; and whether to approve the Settlement Class Representatives’ request for an award for their services in helping to bring and settle this case. DeVry has agreed to pay Settlement Class Counsel reasonable attorneys’ fees in an amount to be determined by the Court. Settlement Class Counsel will file their motion for attorneys’ Fee Award and incentive awards no later than Friday, August 7, 2020 and a copy of the motion will be available at [www.devryuniversitysettlement.com](http://www.devryuniversitysettlement.com).

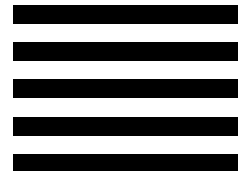
**How Do I Get More Information?** For more information, including the full Notice, Claim Form, and Settlement Agreement go to [www.devryuniversitysettlement.com](http://www.devryuniversitysettlement.com), contact the Settlement Administrator at 1-833-913-4211, [info@devryuniversitysettlement.com](mailto:info@devryuniversitysettlement.com) or at McCormick v. DeVry University, c/o Settlement Administrator, PO Box 7237, Philadelphia, PA 19101-7237 or call Settlement Class Counsel at 1-866-354-3015.

FILED DATE: 9/16/2020 9:11 PM 2018CH04872

FILED DATE: 9/16/2020 9:11 PM 2018CH04872



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL    PERMIT NO. 36777    PHILADELPHIA, PA

POSTAGE WILL BE PAID BY ADDRESSEE

MCCORMICK V. DEVRY UNIVERSITY  
C/O SETTLEMENT ADMINISTRATOR  
PO BOX 7237  
PHILADELPHIA PA 19101-9941



<<refnum barcode>>

Class Member ID: <<refnum>>

**DEVRY UNIVERSITY SETTLEMENT CLAIM FORM**

**THIS CLAIM FORM MUST BE POSTMARKED BY SEPTEMBER 7, 2020 AND MUST BE FULLY COMPLETED, BE SIGNED,  
AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.**

**Instructions:** Fill out each section of this form and sign where indicated.

<<firstname>> <<mi>> <<lastname>>

<<address1>> <<address2>>

<<City>>, <<State>> <<Zip>>

Email Address (optional): \_\_\_\_\_ @ \_\_\_\_\_

Contact Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted if further information is required.)

Provide the following information regarding your DeVry education (to the best of your recollection):

Dates you attended (or paid for credits): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ - \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Approximate number of credits paid for: \_\_\_\_\_

Did you graduate? ☐ No ☐ Yes If yes, when \_\_\_\_ / \_\_\_\_ / \_\_\_\_? If yes, which degree? ☐ Associate's ☐ Bachelor's ☐ Master's

What was your field of study?

Did you obtain a job in your field of study ☐ No ☐ Yes If yes, when did you first obtain that job? \_\_\_\_\_

Class Member Verification: By submitting this Claim Form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true (each box must be checked to receive a payment):

☐ I am a person in the United States who purchased or paid for any part of a DeVry or Keller education program between January 1, 2008, and December 15, 2016.

☐ I saw advertisements claiming that 90% of DeVry graduates had jobs in their field of study within six months after graduation (or substantially similar claims) and/or that DeVry graduates earned more on average than graduates of other colleges (or substantially similar claims), and this was a substantial factor in my decision to enroll or remain enrolled at DeVry or Keller.

☐ I authorize Adtalem Global Education Group Inc. and DeVry University, Inc. to inquire as to the receipt of any funds I may have already received from prior DeVry settlements, including, but not limited to, the settlements with the Federal Trade Commission, Department of Education, New York Attorney General and Massachusetts Attorney General or through any borrower defense to repayment application, and share that information with Settlement Class Counsel and the Settlement Administrator. I understand I may be contacted to provide additional tax information in order to process any Settlement payment.

☐ All information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

The Settlement Administrator will review your Claim Form and will independently verify the dates of attendance and credit hours claimed. If accepted you will be mailed a check based on the number of credit hours that you paid for. If you graduated and your claim is accepted, your check will include an additional payment. This process takes time, please be patient.

**Questions? Visit [www.devryuniversitysettlement.com](http://www.devryuniversitysettlement.com) or call 1-833-913-4211.**

If different than the preprinted data on the left, please print your correct information:

First Name \_\_\_\_\_ MI \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZipCode \_\_\_\_\_

FILED DATE 9/16/2020 9:11 PM 2018CH04872

**From:** No Reply <noreply@hcgsettlements.com>  
**Sent:**  
**To:**  
**Subject:** Legal Notice of Class Action Settlement—McCormick, et al. v. Adtalem Global Education, Inc., Case No. 2018-CH-04872 (Cook Cty. Ill. Cir. Ct.)

**Class Member ID:** 31136SAMPLE01

**If You Saw DeVry University's Advertisements About Their Graduates' Job and Salary Outcomes and Subsequently Enrolled in a DeVry University or Keller Graduate School Education Program, You May Be Entitled to a Payment From a Class Action Settlement.**

This Notice is to inform you that a Settlement has been reached in a class action lawsuit claiming that Defendants Adtalem Global Education Group Inc. and DeVry University, Inc. (collectively, "DeVry") fraudulently advertised that 90% of their graduates had jobs in their fields of study within six months of graduation (the "90% Placement Claim"), and that, on average, DeVry graduates earned 15% more income one year after graduation than graduates of other institutions (the "Higher Income Claim"). Plaintiffs claim that students relied on these misrepresentations to enroll and pay more than they otherwise would have. DeVry denies that the advertisements were fraudulent or misleading, or that it violated any law, but has agreed to the Settlement to avoid the risk and expense associated with continuing the case.

**Am I a Settlement Class Member?** Our records indicate you may be a Settlement Class Member. You're eligible to take part in the Settlement if you are a person 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. You must have also seen the 90% Placement Claim and/or Higher Income Claim (or substantially similar claims) and enrolled based on these claims.

**What Can I Get?** *Monetary Relief:* If the Settlement is approved by the Court, DeVry will establish a \$44,950,000 Settlement Fund. If you are entitled to relief, you may submit a Claim Form to receive a *pro rata* (meaning equal) share of the Settlement Fund (after first deducting graduate payments, costs to administer the Settlement, attorneys' fees and costs, and an award to the Plaintiffs for serving as Settlement Class Representatives) based on the number of DeVry and/or Keller credit hours that you paid for. If you graduated from DeVry but did not obtain a job in your field of study, you will be entitled to an *additional* payment of \$500 if you obtained an associate's degree, \$1,000 if you obtained a bachelor's degree, or \$500 if you obtained a master's degree. If you previously received settlement payments or debt forgiveness from prior DeVry settlements or through the government, DeVry is entitled to deduct those amounts from any payment that you may otherwise be entitled to under this Settlement.

*Career Counseling:* If you are a Settlement Class Member that graduated from DeVry but did not obtain a job in your field of study within six months of graduation, DeVry will also make available career counseling services to you for a period of three years following the date the Settlement is approved by the Court.

*Deletion of Negative Credit Events:* DeVry will also request that all major U.S. credit agencies remove any negative credit events on your credit report that DeVry reported between January 1, 2008 and December 15, 2016 in connection with loans it issued to you or amounts you might owe to DeVry.

**How Do I Get Benefits?** In order to receive a cash payment, you must submit a timely and complete Claim Form **no later than September 7, 2020**. You can complete a Claim Form online [here](#). If your claim is approved, your payment will come by check. As long as you are a Settlement Class Member that graduated and did not get a job in your field of study within six months of graduation, you do not need to submit a Claim Form or take any other steps to be entitled to career



counseling. DeVry will also request the deletion of any negative credit events it reported for all Settlement Class Members without you having to submit a Claim Form or do anything else.

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the Settlement Administrator (via mail or email at the addresses provided below) **postmarked or emailed** no later than **August 24, 2020**. If you exclude yourself, you cannot get any payment or any other relief that the Settlement provides, but you keep any rights you may have to sue DeVry over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed Settlement. Your written objection must be **filed** with the Court and mailed to Settlement Class Counsel and DeVry's counsel **no later than August 24, 2020**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [www.devryuniversitysettlement.com](http://www.devryuniversitysettlement.com). If you submit a Claim Form or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, you will no longer be able to bring claims against DeVry relating to its allegedly fraudulent advertising of its graduates' employment and salary statistics. The Settlement does **not**, however, affect your ability to seek debt forgiveness via a Borrower Defense to Repayment claim based on the 90% Placement Claim/Higher Income Claim.

**Who Represents Me?** The Court has appointed a team of lawyers from Edelson PC and The Law Office of Robert L. Teel to represent the Class. These attorneys are called "Settlement Class Counsel." You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. Plaintiffs Dave McCormick, T'Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown, who are Settlement Class Members like you, have been appointed by the Court as "Settlement Class Representatives."

**When Will the Court Consider the Proposed Settlement?** The Court will hold a Final Approval Hearing at **1:30 p.m on October 7, 2020** in Courtroom 2510, Daley Center, 50 West Washington Street, Chicago, Illinois 60602. At that hearing, the Court will: hear any objections; determine the fairness of the Settlement; decide whether to approve Settlement Class Counsel's request for an award of reasonable attorneys' fees and reimbursement of costs; and decide whether to approve the Settlement Class Representatives' request for an award for their services in helping to bring and settle this case. DeVry has agreed to pay Settlement Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Settlement Class Counsel will file their motion for attorneys' fees and service awards to the Settlement Class Representatives no later than **August 7, 2020** and a copy of the motion will be available at [www.devryuniversitysettlement.com](http://www.devryuniversitysettlement.com).

**How Do I Get More Information?** For more information, including the full Notice, Claim Form, and Settlement Agreement, go to [www.devryuniversitysettlement.com](http://www.devryuniversitysettlement.com), contact the Settlement Administrator at 1-833-913-4211, [info@devryuniversitysettlement.com](mailto:info@devryuniversitysettlement.com), or McCormick v. DeVry University, c/o Settlement Administrator, PO Box 7237, Philadelphia, PA 19101-7237 or call Settlement Class Counsel at 1-866-354-3015.

To unsubscribe from this list, please click Here: [Unsubscribe](#)

Return Date: No return date scheduled  
Hearing Date: No hearing scheduled  
Courtroom Number: No hearing scheduled  
Location: No hearing scheduled

FILED  
9/16/2020 9:11 PM  
DOROTHY BROWN  
CIRCUIT CLERK  
COOK COUNTY, IL  
2018CH04872

10476021

# Exhibit 3

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

**DECLARATION OF BENJAMIN H. RICHMAN  
IN SUPPORT OF PLAINTIFFS' MOTION FOR  
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois and the Managing Partner of Edelson PC's Chicago office. This Declaration is based upon my personal knowledge unless otherwise indicated. If called upon to testify as to the matters herein stated, I could and would competently do so. I have been appointed Settlement Class Counsel in connection with the proposed Settlement of this matter. I am entering this Declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

### ***Underlying Litigation and Discovery, Negotiations, and Settlement***

2. Beginning in 2016, my Firm, along with the Law Office of Robert L. Teel, first started bringing cases against Defendants Adtalem Global Education Inc. and DeVry University, Inc. (collectively “DeVry”) representing former students. *See Robinson, et al. v. DeVry Education Group, Inc.*, No. 1:16-cv-07447 (N.D. Ill.). Following the dismissal in *Robinson*, my Firm subsequently filed this action in 2018, originally styled as *Versetto v. Adtalem Global Education, Inc. et al.*, No. 2018-CH-04872 (Cir. Ct. Cook Cty.), along with *Brown v. Adtalem Global Education, Inc. et al.*, No. 4:19-cv-00250 (W.D. Mo.); *Robinson v. Adtalem Global Education, Inc. et al.*, No. 1:19-cv-01505 (N.D. Ga.); and *Magana et al. v. Adtalem Global Education, Inc. et al.*, No. 2:19-cv-01572 (E.D. Cal.) in 2019.<sup>1</sup>

3. Starting in mid-2018, while DeVry’s first motion to dismiss in this case was fully briefed and argument scheduled, the parties began exploring the possibility of reaching a resolution of the litigation. As part of this process, and in the context of Plaintiffs’ pending written discovery in this matter, the parties exchanged information and relevant data relating to the makeup of a potential settlement class, including a decade’s worth of data regarding, among other things, the approximate number of DeVry students at issue, the total amount in tuition that they were charged, and the total amount of loan funding provided to DeVry students. The parties’ representatives had several in-person meetings and telephone conferences, in addition to regular correspondence, to discuss this information and to preliminarily discuss potential settlement structures.

4. After this process was completed, and satisfied that they had obtained the

---

<sup>1</sup> Unless otherwise specified, all capitalized terms are defined in the Parties’ Stipulation of Class Action Settlement (the “Settlement”), which is attached as Exhibit 1 to Plaintiffs’ Memorandum in Support of Motion for Attorneys’ Fees, Expenses, and Incentive Awards.

information necessary to evaluate any proposed resolution, the parties agreed to attend a private, in-person mediation with respected third-party mediator, Hon. Layn R. Phillips (Ret.) in New York. Because Judge Phillips already had experience in mediating disputes regarding DeVry's 90% Placement and Higher Income Claims in other contexts—particularly securities and derivative litigation—he had a unique familiarity with the case's factual underpinnings and related legal issues.

5. Before the mediation, the parties also submitted to Judge Phillips detailed briefs that set forth their respective views of the case, their perceived strengths and weaknesses, and potential frameworks for a resolution, all of which they had also been discussing at length throughout the preceding months. In addition, they participated in several teleconferences with Judge Phillips as well to discuss their submissions and answer questions about them.

6. In late 2018, the parties attended the in-person mediation with Judge Phillips. They spent a full day engaged in a back-and-forth, arms'-length mediation, with Judge Phillips' oversight. These discussions were productive, and at the close of the mediation, Plaintiffs tendered a fulsome settlement proposal that DeVry was deliberating over. As DeVry was considering the proposal, a court in a different putative class action regarding the 90% Placement and Higher Income Claims granted DeVry's motion to dismiss the plaintiff's case. *See Polly v. Adtalem Glob. Educ., Inc.*, No. 16 CV 9754, 2019 WL 587409, at \*2–3 (N.D. Ill. Feb. 13, 2019). Following the *Polly* decision, DeVry determined not to proceed with any settlement at that time and the parties returned to active litigation.

7. My Firm and our co-counsel at the Law Office of Robert L. Teel subsequently filed actions on behalf of Plaintiffs Brown, Magana, Swindell, Torosyan, and Robinson in their home jurisdictions. In connection with some of those actions, including Plaintiff Brown's case,

additional formal discovery was propounded that largely sought similar information to what DeVry had previously produced. At the same time, Settlement Class Counsel received productions from Freedom of Information Act requests related to the 90% Placement and Higher Income Claims, providing further information regarding the allegations that these Claims were inaccurate.

8. In this case and after argument, the Court decided the pending motion to dismiss, after which Plaintiff McCormick filed an amended complaint. In the *Brown* and *Robinson* actions, the courts subsequently denied, in part, DeVry's motions to dismiss and allowed the fraud claims in those cases to proceed. After Plaintiffs in this matter filed their amended complaint, DeVry moved to dismiss it, the motion was fully briefed, and argument on it was scheduled. At that point, the parties raised the possibility of restarting negotiations on a potential settlement. To this end, they agreed to schedule a second in-person mediation with Judge Phillips.

9. In advance of the second mediation, DeVry supplemented and updated the documents and information it had previously produced, and the parties otherwise shared their views on a potential resolution in light of the then-current posture of the litigation. Like the first mediation, the parties also held several teleconferences with Judge Phillips to discuss this prior to the mediation. With this information in hand, the second mediation with Judge Phillips took place for a full day in December 2019 in California.

10. Following multiple rounds of individual caucuses with Judge Phillips and meetings between the parties and their representatives, the parties were ultimately able to reach an agreement in principle on a proposed global settlement of all claims regarding the 90% Placement and Higher Income Claims. The parties spent the following months engaging in

additional arms'-length negotiations to finalize the Settlement's details, exchanging multiple drafts of the actual Settlement Agreement and supporting documents, and conducting further confirmatory discovery focused on more granular breakdowns of the data DeVry already produced. This finalization process also included reaching out to other counsel involved in litigating similar lawsuits and arbitrations against DeVry to give them an opportunity to weigh-in on and otherwise participate in the Settlement.

***The Settlement Class's Positive Reaction Following Preliminary Approval***

11. Since the Court granted preliminary approval of the Settlement, and in accordance with the Court's Preliminary Approval Order, Settlement Class Counsel has worked with DeVry and the Settlement Administrator to effectuate its terms. This has included ensuring that timely Notice was delivered to the Settlement Class and that the Settlement Website was established.

12. The details of the Notice Plan and the claims rate—approximately 11.97% of the Settlement Class—are set forth in further detail in a declaration submitted by the Settlement Administrator.<sup>2</sup> Of the hundreds of thousands of Settlement Class Members, only four took any sort of affirmative step of filing an objection or writing a letter to assert their apparent disagreement with the Settlement.

13. Following the dissemination of Notice, Settlement Class Counsel spoke with dozens of Settlement Class Members who reached out to them directly, answering questions regarding the Settlement, the benefits it secures, how to obtain relief under it, and the scope of the Release. Settlement Class Counsel also helped Settlement Class Members access important case documents and have assisted in the submission of Claim Forms electronically and through

---

<sup>2</sup> The Settlement Administrator is still in the process of reviewing the submitted Claim Forms to verify their validity and to determine the credits associated with those Settlement Class Members. The parties will be prepared to discuss the relevant total figures at the Final Approval Hearing.

the mail. Numerous Settlement Class Members reported that they were pleased with the Settlement.

14. Settlement Class Counsel has also successfully ensured that the Settlement was protected from actions that could have delayed the final approval hearing and with it the relief secured for the Settlement Class, obtaining the denial of a motion to substitute judge. (*See* Aug. 31, 2020 Order Denying Mot. to Substitute Judge.) Similarly, they took steps to ensure that there were no communications with Settlement Class Members regarding the Settlement outside of the Court-approved Notice Plan. (*See generally* Aug. 3, 2020 Pls.' Mot. for Protective Order.)

***Qualifications and Opinion of Proposed Settlement Class Counsel***

15. Settlement Class Counsel at Edelson PC have extensive experience litigating class actions of similar size, scope, and complexity to the instant action. We regularly engage in major complex litigation involving consumer protection, have the resources necessary to conduct litigation of this nature, and have frequently been appointed class counsel—both when securing adversarial class certification and in conjunction with proposed class settlements—by state and federal courts in Illinois and throughout the country. The Firm has substantial experience investigating and litigating a wide range of high-impact matters—representing government clients, individuals, and classes alike—and a depth of experience litigating (and negotiating settlements) in complex and multi-party matters.

16. While the complete benefits of the Settlement are set forth in detail in Plaintiffs' Memorandum in Support of Final Approval, the Settlement is noteworthy for both the monetary and non-monetary benefits it provides. It secures a \$44.95 million Settlement Fund—the largest private settlement that DeVry has entered into regarding the Claims, and just short of the amount made available to individuals through DeVry's settlement with the FTC. As Plaintiffs forecasted



at preliminary approval, this stands to pay claiming Settlement Class Members hundreds of dollars each, even before accounting for the additional Graduate Payments. With respect to the non-monetary components, career counseling services and the deletion of DeVry-initiated negative credit events are available. And critically, Settlement Class Members receive all of these benefits while still retaining the right to seek up to complete federal debt forgiveness from the Department of Education. For these reasons, and based on their experience, Settlement Class Counsel firmly believes this Settlement is fair, reasonable, adequate, and deserving of final approval.

17. DeVry has represented that it will be able to fully fund the Settlement Fund—indeed, it already has deposited the entire amount of the Fund into the Escrow Account—and bear the cost of providing career counseling services and of obtaining the deletion of DeVry-reported negative credit events.

### *Attachments*

18. Attached as Exhibit A to this Declaration is a true and accurate copy of Edelson PC's Firm Resume.

19. Attached as Exhibit B to this Declaration is a true and accurate copy of the "Objection to Proposed Class Settlement" mailed to me on behalf of Mr. Richardo Peart. I have not received any indication from the Clerk of Court or the Cook County e-filing system that this mailing was filed with the Court in connection with this matter.

20. Attached as Exhibit C to this Declaration is a true and accurate copy of a letter received from Ms. Destiny Glean-Sealey, in which she states she objects to the Settlement. I have not received any indication from the Clerk of Court or the Cook County e-filing system that this mailing was filed with the Court in connection with this matter.

21. Attached as Exhibit D to this Declaration is a true and accurate copy of an email attachment sent from Gurudeva. B. Kalledevarpurada, in which he states he objects to the Settlement. I have not received any indication from the Clerk of Court or the Cook County e-filing system that this mailing was filed with the Court in connection with this matter.

\* \* \*

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I hereby certify that the foregoing is true and correct to the best of my knowledge.

Executed this 16th day of September, 2020, at Deerfield, Illinois.

/s/ Benjamin H. Richman  
Benjamin H. Richman

# Exhibit A

## Edelson PC

350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654  
t 312.589.6370 | f 312.589.6378 | [www.edelson.com](http://www.edelson.com)

### EDELSON PC FIRM RESUME

EDELSON PC is a plaintiffs' law firm concentrating on class actions, mass actions and public client investigations and prosecutions.

Our attorneys have been recognized as leaders in these fields by state and federal courts, legislatures, national and international media groups, and our peers. Our reputation has led state and federal courts across the country to appoint us lead counsel in many high-profile cases, including in cutting-edge privacy class actions against Facebook, comScore, Netflix, Time, and Microsoft; Telephone Consumer Protection Act class actions against technology, media, and retail companies such as Google, Twentieth Century Fox, Simon & Schuster, and Steve Madden; data security class actions against LinkedIn, Advocate Hospitals, and AvMed; banking cases related to reductions in home equity lines of credit against Citibank, Wells Fargo, and JP Morgan Chase; fraudulent marketing cases against software companies such as Symantec, AVG and Ascentive and brick-and-mortar companies such as AMD; mobile content class actions against all major cellular telephone carriers; and product liability and personal injury cases, including the NCAA Single School/Single Sport Concussion MDL and the tainted pet food litigation involving Menu Foods.

We are lead counsel in *Robins v. Spokeo*, 136 S. Ct. 1540 (2016) where the United States Supreme Court held that "intangible" harms can satisfy Article III standing requirements.

We are class counsel in *Wakefield v. Visalus*, No. 3:15-cv-01857 (D. Ore. Apr. 12, 2019), which after three and a half years of litigation recently produced the largest-ever privacy jury verdict, which equates to just over \$925 million in damages to the Class.

We have testified before the United States Senate and state legislative bodies on class action issues and have repeatedly been asked to work on federal and state legislation involving cellular telephony, privacy, and other consumer issues. Our attorneys have appeared on dozens of national and international television and radio programs, and in numerous national and international publications, discussing our cases and class action and consumer protection issues more generally. Our attorneys speak regularly at seminars on consumer protection and class action issues, and also lecture on class actions at law schools.

In *Barnes v. Aryzta*, No. 17-cv-7358 (N.D. Ill. Jan. 22, 2019), the court endorsed an expert opinion finding that we "should 'be counted among the elite of the profession generally and [privacy litigation] specifically' because of [our] expertise in the area."

The Hollywood Reporter explained that we are "accustomed to big cases that have lasting legacy."

Overall, our verdicts and settlements are valued at over \$2 billion, collectively.

## PLAINTIFFS' CLASS AND MASS ACTION PRACTICE

---

EDELSON PC is a leader in plaintiffs' class and mass action litigation. Law360 has called us a "Titan of the Plaintiffs Bar," a "Plaintiffs Class Action Powerhouse" and a "Privacy Litigation Heavyweight." In 2019, we were recognized for the third consecutive year as an "Illinois Powerhouse," alongside Kirkland & Ellis, Dentons, Schiff Hardin and Swanson Martin; Edelson was the only plaintiffs' firm, and the only firm with less than a hundred lawyers, recognized. Law360 also named us a "Cybersecurity & Privacy Group Of The Year" in 2018—the only plaintiff's firm to win this honor—and in 2019.

We have been described as "pioneers in the electronic privacy class action field, having litigated some of the largest consumer class actions in the country on this issue." *See In re Facebook Privacy Litig.*, No. C 10-02389 (N.D. Cal. Dec. 10, 2010) (order appointing us interim co-lead of privacy class action); *see also In re Netflix Privacy Litig.*, No. 11-cv-00379 (N.D. Cal. Aug. 12, 2011) (appointing us sole lead counsel due, in part, to our "significant and particularly specialized expertise in electronic privacy litigation and class actions"). We have also been recognized by courts for our uniquely zealous and efficient approach to litigation, which led the then-Chief Judge of the United States Court for the Northern District of Illinois to praise our work as "consistent with the highest standards of the profession" and "a model of what the profession should be. . . ." *In re Kentucky Fried Chicken Coupon Mktg. & Sales Practices Litig.*, No. 09-cv-7670, MDL 2103 (N.D. Ill. Nov. 30, 2011). Likewise, in appointing our firm interim co-lead in one of the most high profile banking cases in the country, a federal court pointed to our ability to be "vigorous advocates, constructive problem-solvers, and civil with their adversaries." *In Re JPMorgan Chase Home Equity Line of Credit Litig.*, No. 10 C 3647 (N.D. Ill. July 16, 2010). After hard fought litigation, that case settled, resulting in the reinstatement of between \$3.2 billion and \$4.7 billion in home credit lines.

We have several sub-specialties within our plaintiffs' class action practice:

### MASS/CLASS TORT CASES

We are representing governmental entities and labor unions seeking to recover losses arising out of the Opioid Crisis, classes of student athletes suffering from the long-term effects of concussive and sub-concussive injuries, and individuals damaged by the "Camp Fire" in Northern California. Our attorneys were a part of a team of lawyers representing a group of public housing residents in a suit based upon contamination related injuries, a group of employees exposed to second-hand smoke on a riverboat casino, and a class of individuals suing a hospital and national association of blood banks for failure to warn of risks related to blood transfusions. Representative cases and settlements include:

- Filed first cases on behalf of labor unions seeking to recover losses arising out of the Opioid Crisis. *See, e.g. Philadelphia Federation of Teachers Health and Welfare Fund v. Purdue Pharma, L.P., et al.*, No. 2:17-cv-04746-TJS (E.D. Penn. Oct. 26, 2017). Representing governmental entities in similar litigation. *E.g. City of Melrose Park v. Purdue Pharma, et al.*, 18-CH-06601 (Cir. Ct. Cook Cty., Ill.), 18-cv-

05288 (N.D. Ill.).

- *In re National Collegiate Athletic Association Single School/Single Sport Concussion Litig.*, No. 16-cv-8727, MDL No. 2492 (N.D. Ill.): Appointed co-lead counsel in MDL brought against the NCAA, its conferences and member institutions alleging personal injury claims on behalf of college football players resulting from repeated concussive and sub-concussive hits.
- Representing numerous victims of the Northern California “Camp Fire,” allegedly caused by utility company Pacific Gas & Electric through proposed class action, *Burnett v. PG&E Corp.*, No. CGC18571849 (Cal. Super. Ct.), as well as in more than one hundred individual cases.
- *Mullen v. GLV, Inc., et al.*, No. 18-cv-1465 (N.D. Ill.): Filed first of its kind class action against nationally recognized volleyball training club and its co-owners, alleging fraud claims arising from defendants’ alleged failure to disclose rape and sexual abuse of underage women committed by company principal. Appointed Class Counsel in securing adversarial certification of class of parents of youth players at the club.
- *Bouzerand v. United States*, No. 1:17-cv-01195-VJW (Ct. Fed. Claims): Filed putative class action on behalf of homeowners alleging the government has to fairly compensate the class under the Fifth Amendment’s Takings Clause after the government flooded their homes by releasing reservoir waters during Hurricane Harvey.
- *Aaron v. Chicago Housing Authority*, No. 99 L 11738 (Cir. Ct. Cook Cty., Ill.): Part of team representing a group of public housing residents bringing suit over contamination-related injuries. Case settled on a mass basis for over \$10 million.
- *Januszewski v. Horseshoe Hammond*, No. 2:00CV352JM (N.D. Ind.): Part of team of attorneys in mass suit alleging that defendant riverboat casino caused injuries to its employees arising from exposure to second-hand smoke.
- *Merck/Vioxx Lawsuits*: Represented hundreds of individuals claiming medical problems including heart attacks and strokes after taking the prescription medication Vioxx. Cases resolved as part of Merck’s global settlement.
- *Edelson PC v. Christopher Bandas, et al.*, No. 1:16-cv-11057 (N.D. Ill.): Filed groundbreaking lawsuit seeking to hold professional objectors and their law firms responsible for, among other things, alleged practice of objecting to class action settlements in order to extort payments for themselves, and the unauthorized practice of law. After several years of

litigation and discovery, secured first of its kind permanent injunction against objector and his law firm, which, *inter alia*, barred them from practicing in Illinois or asserting objections to class action settlements in any jurisdiction absent meeting certain criteria.

The firm's cases regularly receive attention from local, national, and international media. Our cases and attorneys have been reported in the Chicago Tribune, USA Today, the Wall Street Journal, the New York Times, the LA Times, by the Reuters and UPI news services, and BBC International. Our attorneys have appeared on numerous national television and radio programs, including ABC World News, CNN, Fox News, NPR, and CBS Radio, as well as television and radio programs outside of the United States. We have also been called upon to give congressional testimony and other assistance in hearings involving our cases.

## MORTGAGE & BANKING

We have been at the forefront of class action litigation arising in the aftermath of the federal bailouts of the banks. Our suits include claims that certain banks unlawfully suspended home credit lines based on pre-textual reasons, and that certain banks have failed to honor loan modification programs. We achieved the first federal appellate decision in the country recognizing the right of borrowers to enforce HAMP trial plans under state law. The court noted that “[p]rompt resolution of this matter is necessary not only for the good of the litigants but for the good of the Country.” *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547, 586 (7th Cir. 2012) (Ripple, J., concurring). Our settlements have restored billions of dollars in home credit lines to people throughout the country. Representative cases and settlements include:

- *In re JP Morgan Chase Bank Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill.): Appointed interim co-lead counsel in nationwide putative class action alleging illegal suspensions of home credit lines. Settlement restored between \$3.2 billion and \$4.7 billion in credit to the class.
- *Hamilton v. Wells Fargo Bank, N.A.*, No. 09-cv-04152-CW (N.D. Cal.): Lead counsel in class actions challenging Wells Fargo's suspensions of home equity lines of credit. Nationwide settlement restores access to over \$1 billion in credit and provides industry leading service enhancements and injunctive relief.
- *In re Citibank HELOC Reduction Litig.*, No. 09-cv-0350-MMC (N.D. Cal.): Lead counsel in class actions challenging Citibank's suspensions of home equity lines of credit. The settlement restored up to \$653,920,000 worth of credit to affected borrowers.
- *Wigod v. Wells Fargo*, No. 10-cv-2348 (N.D. Ill.): Obtained first appellate decision in the country recognizing the right of private litigants to sue to enforce HAMP trial plans.

## PRIVACY/DATA LOSS

***Data Loss/Unauthorized Disclosure of Data***

We have litigated numerous class actions involving issues of first impression against Facebook, Uber, Apple, Netflix, Sony, Gannett, Redbox, Pandora, Sears, Storm 8, Google, T-Mobile, Microsoft, and others involving failures to protect customers' private information, security breaches, and unauthorized sharing of personal information with third parties. Representative settlements and ongoing cases include:

- *City of Chicago and People of the State of Illinois, ex rel. Kimberly M. Foxx, State's Attorney of Cook County, Illinois v. Uber Technologies, Inc.*, No. 17-CH-15594 (Cir. Ct. Cook Cty, Ill.): Several Edelson attorneys appointed Special Assistant Corporation Counsel for the City of Chicago and Special Assistant State's Attorney for Cook County, Illinois in their consolidated data breach/failure to notify lawsuit against Uber Technologies.
- *People of the State of Illinois, ex rel. Kimberly M. Foxx, State's Attorney of Cook County, Ill. v. Facebook, Inc., et al.*, No. 18-cv-02667 (N.D. Ill.): Several Edelson attorneys appointed Special Assistant State's Attorneys in enforcement action against Facebook and Cambridge Analytica-affiliated companies for the breach of personal information to Cambridge Analytica and others.
- *In re Facebook Biometric Privacy Litigation*, No. 3:15-cv-03747 (N.D. Cal.): Filed the first of its kind class action against Facebook under the Illinois Biometric Information Privacy Act, alleging Facebook collected facial recognition data from its users without authorization. Appointed Class Counsel in securing adversarial certification of class of Illinois Facebook users.
- *Dunstan v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.): Lead counsel in certified class action accusing Internet analytics company of improper data collection practices. The court finally approved a \$14 million settlement.
- *Resnick v. Avmed*, No. 10-cv-24513 (S.D. Fla.): Lead counsel in data breach case filed against health insurance company. Obtained landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred. Case also resulted in the first class action settlement in the country to provide data breach victims with monetary payments irrespective of identity theft.
- *In re Netflix Privacy Litig.*, No. 11-cv-00379 (N.D. Cal.): Sole lead counsel in suit alleging that defendant violated the Video Privacy



Protection Act by illegally retaining customer viewing information. Case resulted in a \$9 million dollar *cy pres* settlement that has been finally approved.

- *N.P. v. Standard Innovation (US), Corp.*, No. 1:16-cv-08655 (N.D. Ill.): Brought and resolved first ever IoT privacy class action against adult-toy manufacturer accused on collected and recording highly intimate and sensitive personal use data. Case resolved for \$3.75m (Canadian).
- *Sekura v. L.A. Tan Enterprises, Inc.*, No. 15 CH 16694 (Cir. Ct. Cook County, Ill.): Reached the first ever settlement under Illinois's biometric privacy statute. Settlement provided the class with \$1.5m and released only the franchisor and related companies, thus allowing additional ongoing suits against franchisees to continue.
- *Halaburda v. Bauer Publishing Co.*, No. 12-cv-12831 (E.D. Mich.); *Grenke v. Hearst Communications, Inc.*, No. 12-cv-14221 (E.D. Mich.); *Fox v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.): Consolidated actions brought under Michigan's Preservation of Personal Privacy Act, alleging unlawful disclosure of subscribers' personal information. In a groundbreaking decision, the court denied three motions to dismiss finding that the magazine publishers were covered by the act and that the illegal sale of personal information triggers an automatic \$5,000 award to each aggrieved consumer. In January and July of 2015, final approval was granted to a settlement reached in the *Bauer Publishing* matter and an adversarial class was certified in the *Time* case, respectively.
- *Standiford v. Palm*, No. 09-cv-05719-LHK (N.D. Cal.): Sole lead counsel in data loss class action, resulting in \$640,000 settlement.
- *In re Zynga Privacy Litig.*, No. 10-cv-04680 (N.D. Cal.): Appointed co-lead counsel in suit against gaming application designer for the alleged unlawful disclosure of its users' personally identifiable information to advertisers and other third parties.
- *In re Facebook Privacy Litig.*, No. 10-cv-02389 (N.D. Cal.): Appointed co-lead counsel in suit alleging that Facebook unlawfully shared its users' sensitive personally identifiable information with Facebook's advertising partners.
- *In re Sidekick Litig.*, No. C 09-04854-JW (N.D. Cal.): Co-lead counsel in cloud computing data loss case against T-Mobile and Microsoft. Settlement provided the class with potential settlement benefits valued at over \$12 million.
- *Desantis v. Sears*, No. 08 CH 00448 (Cir. Ct. Cook Cty., Ill.): Lead counsel in injunctive settlement alleging national retailer allowed

purchase information to be publicly available through the Internet.

### ***Telephone Consumer Protection Act***

EDELSON PC has been at the forefront of TCPA litigation for nearly a decade, having secured the groundbreaking *Satterfield* ruling in the Ninth Circuit applying the TCPA to text messages, *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009), and the largest (up to \$76 million in total monetary relief) TCPA settlement to date. *See Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.). The firm has secured more than \$200 million for consumers in cases across the United States. Representative settlements and ongoing cases include:

- *Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.): Co-lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. Obtained adversarial class certification of nationwide class of approximately 1 million consumers. On the eve of trial, case resulted in the largest TCPA settlement to date, totaling up to \$76 million in monetary relief.
- *Wakefield v. Visalus*, No. 3:15-cv-01857 (D. Ore. Apr. 12, 2019): Co-lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. Obtained jury verdict equating to more than \$925 million in damages to the class.
- *Kolinek v. Walgreen Co.*, No. 13-cv-4806 (N.D. Ill.): Lead counsel in class action alleging that defendant violated federal law by making unsolicited prescription reminder calls. Won reconsideration of dismissal based upon whether provision of telephone number constituted consent to call. Case settled for \$11 million.
- *Hopwood v. Nuance Communications, Inc., et al.*, No. 13-cv-2132 (N.D. Cal.): Lead counsel in class action alleging that defendants violated federal law by making unsolicited marketing calls to consumers nationwide. \$9.245 million settlement provided class members option to claim unprecedented relief based upon total number of calls they received. Settlement resulted in some class members receiving in excess of \$10,000 each.
- *Rojas v CEC*, No. 10-cv-05260 (N.D. Ill.): Lead counsel in text spam class action that settled for \$19,999,400.
- *In re Jiffy Lube Int'l Text Spam Litigation*, No. 11-md-2261, 2012 WL 762888 (S.D. Cal.): Co-lead counsel in \$35 million text spam settlement.
- *Ellison v Steve Madden, Ltd.*, No. 11-cv-5935 PSG (C.D. Cal.): Lead counsel in \$10 million text spam settlement.

- *Kramer v. B2Mobile*, No. 10-cv-02722-CW (N.D. Cal.): Lead counsel in \$12.2 million text spam settlement.
- *Wright, et al. v. Nationstar Mortgage, LLC*, No. 14-cv-10457 (N.D. Ill.): Co-lead counsel in \$12.1 million debt collection call settlement.
- *Pimental v. Google, Inc.*, No. 11-cv-02585 (N.D. Cal.): Lead counsel in class action alleging that defendant co-opted group text messaging lists to send unsolicited text messages. \$6 million settlement provides class members with an unprecedented \$500 recovery.
- *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.): Lead counsel in \$10 million text spam settlement.
- *Miller v. Red Bull*, No. 12-CV-04961 (N.D. Ill.): Lead counsel in \$6 million text spam settlement.
- *Woodman v. ADP Dealer Services*, No. 2013 CH 10169 (Cir. Ct. Cook Cty., Ill.): Lead counsel in \$7.5 million text spam settlement.
- *Lockett v. Mogreet, Inc.*, No. 2013 CH 21352 (Cir. Ct. Cook Cty., Ill.): Lead counsel in \$16 million text spam settlement.
- *Lozano v. 20th Century Fox*, No. 09-cv-05344 (N.D. Ill.): Lead counsel in class action alleging that defendants violated federal law by sending unsolicited text messages to cellular telephones of consumers. Case settled for \$16 million.
- *Satterfield v. Simon & Schuster*, No. C 06 2893 CW (N.D. Cal.): Co-lead counsel in \$10 million text spam settlement.
- *Weinstein v. Airt2me, Inc.*, No. 06 C 0484 (N.D. Ill.): Co-lead counsel in \$7 million text spam settlement.

## CONSUMER TECHNOLOGY

### *Fraudulent Software*

EDELSON PC has represented plaintiffs in consumer fraud cases in courts nationwide against companies peddling fraudulent software. Representative settlements include:

- *Drymon v. Cyberdefender*, No. 11 CH 16779 (Cir. Ct. Cook Cty., Ill.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$9.75 million.
- *Gross v. Symantec Corp.*, No. 12-cv-00154-CRB (N.D. Cal.): Lead counsel in class action alleging that defendant deceptively designed and

marketed its computer repair software. Case settled for \$11 million.

- *LaGarde v. Support.com, Inc.*, No. 12-cv-00609-JSC (N.D. Cal.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$8.59 million.
- *Ledet v. Ascentive LLC*, No. 11-CV-294-PBT (E.D. Pa.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$9.6 million.
- *Webb v. Cleverbridge, Inc.*, No. 1:11-cv-04141 (N.D. Ill.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$5.5 million.

### ***Video Games***

EDELSON PC has litigated video-game related cases against Activision Blizzard Inc., Electronic Arts, Inc., Google, and Zenimax Media, Inc.

### **PRODUCTS LIABILITY CLASS ACTIONS**

We have been appointed lead counsel in state and federal products liability class settlements, including a \$30 million settlement resolving the “Thomas the Tank Engine” lead paint recall cases and a \$32 million settlement involving the largest pet food recall in the history of the United States and Canada. Representative settlements include:

- *Barrett v. RC2 Corp.*, No. 07 CH 20924 (Cir. Ct. Cook Cty., Ill.): Co-lead counsel in lead paint recall case involving Thomas the Tank toy trains. Settlement is valued at over \$30 million and provided class with full cash refunds and reimbursement of certain costs related to blood testing.
- *In re Pet Food Products Liability Litig.*, No. 07-cv-2867 (D.N.J.): Part of mediation team in class action involving largest pet food recall in United States history. Settlement provided \$24 million common fund and \$8 million in charge backs.

### **INSURANCE CLASS ACTIONS**

We have prosecuted and settled multi-million dollar suits against J.C. Penney Life Insurance for allegedly illegally denying life insurance benefits under an unenforceable policy exclusion and against a Wisconsin insurance company for terminating the health insurance policies of groups of self-insureds. Representative settlements include:

- *Holloway v. J.C. Penney*, No. 97 C 4555 (N.D. Ill.): One of the primary attorneys in a multi-state class action suit alleging that the defendant illegally denied life insurance benefits to the class. The case settled in late December 2000, resulting in a multi-million dollar cash award to the

class.

- *Ramlow v. Family Health Plan* (Wisc. Cir. Ct., WI): Co-lead counsel in a class action suit challenging defendant's termination of health insurance to groups of self-insureds. The plaintiff won a temporary injunction, which was sustained on appeal, prohibiting such termination and eventually settled the case ensuring that each class member would remain insured.

## GENERAL CONSUMER PROTECTION CLASS ACTIONS

We have successfully prosecuted countless class actions against computer software companies, technology companies, health clubs, dating agencies, phone companies, debt collectors, and other businesses on behalf of consumers. In addition to the settlements listed below, EDELSON PC have litigated consumer fraud cases in courts nationwide against companies such as Motorola Mobility, Stonebridge Benefit Services, J.C. Penney, Semprius LLC, and Plimus, LLC. Representative settlements include:

### *Mobile Content*

We have prosecuted over 100 cases involving mobile content, settling numerous nationwide class actions, including against industry leader AT&T Mobility, collectively worth over a hundred million dollars.

- *McFerren v. AT&T Mobility, LLC*, No. 08-CV-151322 (Fulton Cty. Super. Ct., Ga.): Lead counsel class action settlement involving 16 related cases against largest wireless service provider in the nation. "No cap" settlement provided virtually full refunds to a nationwide class of consumers who alleged that unauthorized charges for mobile content were placed on their cell phone bills.
- *Paluzzi v. Cellco Partnership*, No. 07 CH 37213 (Cir. Ct. Cook Cty., Ill.): Lead counsel in class action settlement involving 27 related cases alleging unauthorized mobile content charges. Case settled for \$36 million.
- *Gray v. Mobile Messenger Americas, Inc.*, No. 08-CV-61089 (S.D. Fla.): Lead counsel in case alleging unauthorized charges were placed on cell phone bills. Case settled for \$12 million.
- *Parone v. m-Qube, Inc.*, No. 08 CH 15834 (Cir. Ct. Cook Cty., Ill.): Lead counsel in class action settlement involving over 2 dozen cases alleging the imposition of unauthorized mobile content charges. Case settled for \$12.254 million.
- *Williams v. Motricity, Inc.*, No. 09 CH 19089 (Cir. Ct. Cook Cty., Ill.): Lead counsel in class action settlement involving 24 cases alleging the

imposition of unauthorized mobile content charges. Case settled for \$9 million.

- *VanDyke v. Media Breakaway, LLC*, No. 08 CV 22131 (S.D. Fla.): Lead counsel in class action settlement alleging unauthorized mobile content charges. Case settled for \$7.6 million.
- *Gresham v. Cellco Partnership*, No. BC 387729 (L.A. Super. Ct., Cal.): Lead counsel in case alleging unauthorized charges were placed on cell phone bills. Settlement provided class members with full refunds.
- *Abrams v. Facebook, Inc.*, No. 07-cv-05378 (N.D. Cal.): Lead counsel in injunctive settlement concerning the transmission of allegedly unauthorized mobile content.

### ***Deceptive Marketing***

- *Van Tassell v. UMG*, No. 1:10-cv-2675 (N.D. Ill.): Lead counsel in negative option marketing class action. Case settled for \$2.85 million.
- *McK Sales Inc. v. Discover Bank*, No. 10-cv-02964 (N.D. Ill.): Lead counsel in class action alleging deceptive marketing aimed at small businesses. Case settled for \$6 million.
- *Farrell v. OpenTable*, No. 11-cv-01785 (N.D. Cal.): Lead counsel in gift certificate expiration case. Settlement netted class over \$3 million in benefits.
- *Ducharme v. Lexington Law*, No. 10-cv-2763 (N.D. Cal.): Lead counsel in CROA class action. Settlement resulted in over \$6 million of benefits to the class.
- *Pulcini v. Bally Total Fitness Corp.*, No. 05 CH 10649 (Cir. Ct. Cook Cty., Ill.): Co-lead counsel in four class action lawsuits brought against two health clubs and three debt collection companies. A global settlement provided the class with over \$40 million in benefits, including cash payments, debt relief, and free health club services.
- *Kozubik v. Capital Fitness, Inc.*, 04 CH 627 (Cir. Ct. Cook Cty., Ill.): Co-lead counsel in state-wide suit against a leading health club chain, which settled in 2004, providing over 150,000 class members with between \$11 million and \$14 million in benefits, consisting of cash refunds, full debt relief, and months of free health club membership.
- *Kim v. Riscuity*, No. 06 C 01585 (N.D. Ill.): Co-lead counsel in suit against a debt collection company accused of attempting to collect on illegal contracts. The case settled in 2007, providing the class with full

debt relief and return of all money collected.

- *Jones v. TrueLogic Financial Corp.*, No. 05 C 5937 (N.D. Ill.): Co-lead counsel in suit against two debt collectors accused of attempting to collect on illegal contracts. The case settled in 2007, providing the class with approximately \$2 million in debt relief.
- *Fertelmeyster v. Match.com*, No. 02 CH 11534 (Cir. Ct. Cook Cty., Ill.): Co-lead counsel in a state-wide class action suit brought under Illinois consumer protection statutes. The settlement provided the class with a collective award with a face value in excess of \$3 million.
- *Cioe v. Yahoo!, Inc.*, No. 02 CH 21458 (Cir. Ct. Cook Cty., Ill.): Co-lead counsel in a state-wide class action suit brought under state consumer protection statutes. The settlement provided the class with a collective award with a face value between \$1.6 million and \$4.8 million.
- *Zurakov v. Register.com*, No. 01-600703 (N.Y. Sup. Ct., N.Y. Cty.): Co-lead counsel in a class action brought on behalf of an international class of over one million members against Register.com for its allegedly deceptive practices in advertising on “coming soon” pages of newly registered Internet domain names. Settlement required Register.com to fully disclose its practices and provided the class with relief valued in excess of \$17 million.

## GENERAL COMMERCIAL LITIGATION

Our attorneys have handled a wide range of general commercial litigation matters, from partnership and business-to-business disputes to litigation involving corporate takeovers. We have handled cases involving tens of thousands of dollars to “bet the company” cases involving up to hundreds of millions of dollars. Our attorneys have collectively tried hundreds of cases, as well as scores of arbitrations and mediations.

## OUR ATTORNEYS

**JAY EDELSON** is the founder and CEO of EDELSON PC. He is considered one of the nation’s leading class and mass action lawyers, having secured over \$1 billion in settlements and verdicts for his clients.

Law360 described Jay as a “Titan of the Plaintiff’s Bar.” The American Bar Association recognized Jay Edelson as one of the “most creative minds in the legal industry.” Law360 noted that he has “taken on some of the biggest companies and law firms in the world and has had success where others have not.” Another publication explained that “when it comes to legal strategy and execution, Jay is simply one of the best in the country.” Professor Todd Henderson, the Michael J. Marks Professor of Law at the University of Chicago Law School, opined that when thinking about “who’s the most innovative lawyer in the US ... [Jay is] at or near the top of my list.”



Jay has received special recognition for his success in taking on Silicon Valley. The national press has dubbed Jay and his firm the “most feared” litigators in Silicon Valley and, according to the New York Times, tech’s “babyfaced ... boogeyman.” Most recently, Chicago Lawyer Magazine dubbed Jay “Public Enemy No. 1 in Silicon Valley.” In the emerging area of privacy law, the international press has called Jay one of the world’s “profiliersten (most prominent)” privacy class action attorneys. The National Law Journal has similarly recognized Jay as a “Cybersecurity Trailblazer”—one of only two plaintiff’s attorneys to win this recognition.

Jay has taught class actions and negotiations at Chicago-Kent College of Law and privacy litigation at UC Berkeley School of Law. He has written a blog for Thomson Reuters, called Pardon the Disruption, where he focused on ideas necessary to reform and reinvent the legal industry and has contributed opinion pieces to TechCrunch, Quartz, the Chicago Tribune, law360, and others. He also serves on Law360’s Privacy & Consumer Protection editorial advisory board. In recognition of the fact that his firm runs like a start-up that “just happens to be a law firm,” Jay was recently named to “Chicago’s Top Ten Startup Founders over 40” by Tech.co.

Jay currently serves on Chicago’s 47th Ward Democratic Organization Judicial Recommendation Committee, which is responsible for interviewing, vetting and slating Cook County Judicial Candidates for election.

**RYAN D. ANDREWS** is a Partner at EDELSON PC. He presently leads the firm’s complex case resolution and appellate practice group, which oversees the firm’s class settlements, class notice programs, and briefing on issues of first impression.

Ryan has been appointed class counsel in numerous federal and state class actions nationwide that have resulted in over \$100 million in refunds to consumers, including: *Satterfield v. Simon & Schuster*, No. C 06 2893 CW (N.D. Cal.); *Ellison v Steve Madden, Ltd.*, No. cv 11-5935 PSG (C.D. Cal.); *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.); *Lozano v. 20th Century Fox*, No. 09-cv-05344 (N.D. Ill.); *Paluzzi v. Cellco Partnership*, No. 07 CH 37213 (Cir. Ct. Cook Cty., Ill.); and *Lofton v. Bank of America Corp.*, No. 07-5892 (N.D. Cal.).

Representative reported decisions include: *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540 (2016); *Kater v. Churchill Downs Inc.*, 886 F.3d 784 (9th Cir. 2018); *Warciak v. Subway Restaurants, Inc.*, 880 F.3d 870 (7th Cir. 2018), cert. denied, 138 S. Ct. 2692 (2018); *Beaton v. SpeedyPC Software*, 907 F.3d 1018 (7th Cir. 2018), cert. denied, \_\_\_ S. Ct. \_\_\_ (2019); *Klaudia Sekura v. Krishna Schaumburg Tan, Inc.*, 2018 IL App (1st) 180175; *Yershov v. Gannett Satellite Info. Network, Inc.*, 820 F. 3d 482 (1st Cir. 2016); *Resnick v. AvMed, Inc.*, 693 F. 3d 1317 (11th Cir. 2012); and *Satterfield v. Simon & Schuster, Inc.* 569 F.3d 946 (9th Cir. 2009).

Ryan graduated from the University of Michigan, earning his B.A., with distinction, in Political Science and Communications. Ryan received his J.D. with High Honors from the Chicago-Kent College of Law and was named Order of the Coif. Ryan has served as an Adjunct Professor of Law at Chicago-Kent, teaching a third-year seminar on class actions. While in law school, Ryan was a Notes & Comments Editor for The Chicago-Kent Law Review, earned CALI awards for the highest grade in five classes, and was a teaching assistant for both Property Law and Legal Writing courses. Ryan externed for the Honorable Joan B. Gottschall



in the United State District Court for the Northern District of Illinois.

Ryan is licensed to practice in Illinois state courts, the United States District Court for the Northern District of Illinois, the U.S. Court of Appeals for the Seventh Circuit, and the U.S. Court of Appeals for the Ninth Circuit.

**RAFEY S. BALABANIAN** is the Managing Partner of EDELSON PC and its director of nationwide litigation. He started his career as a trial lawyer, serving as a prosecutor for the City of Chicago where he took part in dozens of trials. Rafey went on to join a litigation boutique in Chicago where he continued his trial work, before eventually starting with EDELSON in 2008. He is regarded by his peers as a highly skilled litigator, and has been appointed lead class counsel in more than two dozen class actions in state and federal courts across the country. His work has led to groundbreaking results in trial courts nationwide, and he has secured hundreds of millions of dollars on behalf of his clients.

Some of Rafey's more notable achievements include nationwide settlements involving the telecom industry, including companies such as AT&T, Google, Sony, Motricity, and OpenMarket valued at more than \$100 million.

Rafey has also been appointed to the Executive Committee in the NCAA concussion cases, considered to be "one of the largest actions pending in the country, a multi district litigation ... that currently included about 100 personal injury class actions filed by college football players[.]" He also represents labor unions and governmental entities in lawsuits against the drug manufacturers and distributors over the on-going opioid crisis, and serves as trial court counsel in *Robins v. Spokeo, Inc.*, 2:10-cv-05306-ODW-AGR, which has been called the most significant consumer privacy case in recent years.

Rafey's class action practice also includes his work in the privacy sphere, and he has reached groundbreaking settlements with companies like Netflix, LinkedIn, Walgreens, Nationstar and comScore. Rafey also served as lead counsel in the case of *Dunstan, et al. v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.), where he led the effort to secure class certification of what is believed to be the largest adversarial class to be certified in a privacy case in the history of U.S. jurisprudence.

Rafey's work in general complex commercial litigation includes representing clients ranging from "emerging technology" companies, real estate developers, hotels, insurance companies, lenders, shareholders and attorneys. He has successfully litigated numerous multi-million dollar cases, including several "bet the company" cases.

Rafey is a frequent speaker on class and mass action issues, and has served as a guest lecturer on several occasions at UC Berkeley Boalt School of Law. Rafey also serves on the Executive Committee of the Antitrust, Unfair Competition and Privacy Section of the State Bar of California where he has been appointed Vice Chair of Privacy, as well as the Executive Committee of the Privacy and Cybersecurity Section of the Bar Association of San Francisco.

Rafey received his J.D. from the DePaul University College of Law in 2005. A native of Colorado, Rafey received his B.A. in History, with distinction, from the University of Colorado – Boulder in 2002.

**CHRISTOPHER L. DORE** is a Partner at EDELSON PC where he focuses his practice on emerging consumer technology and privacy issues.

Chris is the Partner-in-Charge of the Firm's Case Development & Investigations Group. His team investigates complex technological fraud and privacy related violations, including fraudulent software and hardware, undisclosed tracking of online consumer activity, illegal data retention, and large-scale commercial data breaches. In the privacy space, Chris plays an active role in applying older federal and state statutes to new technologies. He has been appointed class counsel in multiple class actions, including one of the largest settlements under the Telephone Consumer Protection Act, ground-breaking issues in the mobile phone industry and fraudulent marketing, as well as consumer privacy. Chris has been asked to appear on television, radio, and in national publications to discuss consumer protection and privacy issues, as well as asked to lecture at his alma mater on class action practice.

Chris received his law degree from The John Marshall Law School, his M.A. in Legal Sociology from the International Institute for the Sociology of Law (located in Onati, Spain), and his B.A. in Legal Sociology from the University of California, Santa Barbara. Chris also serves on the Illinois Bar Foundation, Board of Directors.

**DAVID I. MINDELL** is a Partner at Edelson PC and Co-Chair of the firm's Public Client and Government Affairs group, where he represents state Attorneys General, counties, and cities in high-stakes litigation and investigations involving consumer protection, information security and privacy violations, the opioid crisis, and other areas of enforcement that protect government interests and vulnerable communities. David also counsels governments and state and federal lawmakers on a range of policy issues involving consumer protection, privacy, technology, and data security.

In addition to his Public Client and Government Affairs practice, David helps direct the firm's Investigations team, including "a group of internal lab of computer forensic engineers and tech-savvy lawyers [who study] fraudulent software and hardware, undisclosed tracking of online consumer activity and illegal data retention." Cybersecurity & Privacy Practice Group of the Year, *Law360* (Jan. 2019). His team's research has led to lawsuits involving the fraudulent development, marketing and sale of computer software, unlawful tracking of consumers through mobile-devices and computers, unlawful collection, storage, and dissemination of consumer data, mobile-device privacy violations, large-scale data breaches, unlawful collection and use of biometric information, unlawful collection and use of genetic information, and the Bitcoin industry.

David also helps oversee the firm's class and mass action investigations, including claims against helmet manufacturers and the National Collegiate Athletic Association by thousands of former high school, college, and professional football players suffering from the long-term effects of concussive and sub-concussive hits; claims on behalf of hundreds of families and business who lost their homes, businesses, and even loved ones in the "Camp Fire" that

ravaged thousands of acres of Northern California in November 2018; and on behalf of survivors of sexual abuse.

Prior to joining EDELSON PC, David co-founded several tech, real estate, and hospitality related ventures, including a tech startup that was acquired by a well-known international corporation within its first three years. David has advised tech companies on a variety of legal and strategic business-related issues, including how to handle and protect consumer data. He has also consulted with startups on the formation of business plans, product development, and launch.

While in law school, David was a research assistant for University of Chicago Law School Kauffman and Bigelow Fellow, Matthew Tokson, and for the preeminent cyber-security professor, Hank Perritt at the Chicago-Kent College of Law. David's research included cyberattack and denial of service vulnerabilities of the Internet, intellectual property rights, and privacy issues.

David has spoken to a wide range of audiences about his investigations and practice.

**ROGER PERLSTADT** is a Partner at EDELSON PC, where he concentrates on appellate and complex litigation advocacy. He has briefed and argued appeals and motions in both federal and state appellate courts.

Prior to joining EDELSON PC, Roger was a law clerk to United States District Court Judge Elaine E. Bucklo, an associate at a litigation boutique in Chicago, and a Visiting Assistant Professor at the University of Florida Levin College of Law. He has published articles on the Federal Arbitration Act in various law reviews.

Roger has been named a Rising Star by *Illinois Super Lawyer Magazine* four times since 2010.

Roger graduated from the University of Chicago Law School, where he was a member of the University of Chicago Law Review. After law school, he served as a clerk to the Honorable Elaine E. Bucklo of the United States District Court for the Northern District of Illinois.

**EVE-LYNN RAPP** is a Partner at EDELSON PC, where she focuses her practice on a wide range of consumer protection class and governmental action litigation. Eve is the firm's hiring partner and sits on the Executive Committee.

Eve devotes a considerable amount of her practice to consumer technology cases, with a particular emphasis on cell phone telephony and Telephone Consumer Protection Act ("TCPA") cases, consumer fraud cases, and privacy lawsuits. She also regularly handles plaintiff's side employment class actions, including federal Fair Labor Standards Act cases and their state law counterparts.

Eve also has special expertise in products liability and pharmaceutical litigation. She is representing over a dozen municipalities in lawsuits against the pharmaceutical companies relating to the opioid crisis. Eve's victory in the United States Supreme Court in a products liability case involving the All Writs Act paved the way for hundreds of thousands of people to litigate their claims for deceptive marketing.

Eve has helped lead approximately 40 TCPA class actions, including *Birchmeier v. Caribbean Cruise Line, Inc. et al.*, No. 12-cv-04069 (N.D. Ill.), where, after obtaining class certification and partial summary judgment, she secured a \$76 million settlement — the largest ever for a TCPA case. The Parties reached a deal in that case four days before trial.

Eve also was lead counsel in one of the few “Do Not Call” TCPA cases to settle, resulting in a multi-million dollar settlement and affording class members with as much as \$5,000 individually. She has also prosecuted TCPA cases on an individual basis in arbitrations, winning six-figure settlements. Overall, Eve has secured over well over one hundred million dollars of relief to consumers in TCPA cases.

Eve has led over a dozen consumer fraud cases, against a variety of industries, including e-cigarette sellers, on-line gaming companies, electronic and sport products distributors. Most recently, she lead and resolved a case against a well-known national fitness facility for misrepresenting its “lifetime memberships,” which will result in millions of dollars of relief.

Eve is also responsible for leading one of the first “Internet of Things” cases under the Federal Wire Tap Act against a company collecting highly sensitive personal information from consumers, in which she obtained a \$ 5 million (CAD) settlement that afforded individual class members over one hundred dollars in relief.

Eve has successfully lead a number of employment class actions involving claims of overtime, recently reaching a settlement against a cellular tower company netting class members with between \$10,000 and \$20,000 per person.

In 2015 and 2016, Eve was selected as an Illinois Emerging Lawyer by Leading Lawyers.

Eve received her J.D. from Loyola University of Chicago-School of Law, graduating cum laude, with a Certificate in Trial Advocacy. During law school, she was an Associate Editor of Loyola’s International Law Review and externed as a “711” at both the Cook County State’s Attorney’s Office and for Cook County Commissioner Larry Suffredin. Eve also clerked for both civil and criminal judges (The Honorable Judge Yvonne Lewis and Plummer Lott) in the Supreme Court of New York. Eve graduated from the University of Colorado, Boulder, with distinction and Phi Beta Kappa honors, receiving a B.A. in Political Science.

**BENJAMIN H. RICHMAN** is the Managing Partner of EDELSON PC’s Chicago office. He handles plaintiff’s-side class and mass actions, helping employees in the workplace, consumers who were sold deceptive products or had their privacy rights violated, student athletes suffering from the effect of concussions, and labor unions and governmental bodies seeking to recover losses arising out of the opioid crisis. He also routinely represents technology and brick and mortar companies in a wide variety of commercial litigation and other matters. Overall, Ben has been appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases. His suits have recovered hundreds of millions of dollars for his clients.

On the plaintiff’s side, Ben is currently part of the team leading the *National Collegiate Athletic Association Student-Athlete Concussion Injury Litigation – Single Sport/Single School (Football)* multi-district litigation, bringing personal injury lawsuits against the NCAA, athletic conferences, and its member institutions over concussion-related injuries. He is also

representing labor unions and governmental entities in lawsuits against the drug manufacturers and distributors over the opioid crisis. And he is currently pursuing claims of Houston area homeowners against United States seeking recovery for alleged constitutional takings of their properties in the wake of Hurricane Harvey. In addition, Ben is lead counsel in numerous class actions involving alleged violations of class members' common law and statutory rights (e.g., violations of Alaska's Genetic Privacy Act, Illinois' Biometric Information Privacy Act, the federal Telephone Consumer Protection Act, and others).

Some of Ben's notable achievements include acting as lead counsel and securing settlements collectively worth \$50 million dollars in over a half-dozen nationwide class actions against software companies involving claims of fraudulent marketing and unfair business practices. He was part of the team that litigated over a half-dozen nationwide class actions involving claims of unauthorized charges on cellular telephones, which ultimately led to settlements collectively worth hundreds of millions of dollars. And he has been lead counsel in numerous multi-million dollar privacy settlements, including several that resulted in individual payments to class members reaching into the tens of thousands of dollars and another that—in addition to securing millions of dollars in monetary relief—also led to a waiver by the defendants of their primary defenses to claims that were not otherwise being released.

Ben's work in complex commercial matters includes successfully defending multiple actions against the largest medical marijuana producer in the State of Illinois related to the issuance of its cultivation licenses, and successfully defending one of the largest mortgage lenders in the country on claims of unjust enrichment, securing dismissals or settlements that ultimately amounted to a fraction of typical defense costs in such actions. Ben has also represented startups in various matters, including licensing, intellectual property, and merger and acquisition.

Each year since 2015, Ben has been recognized by Super Lawyers as a *Rising Star* and Leading Lawyers as an *Emerging Lawyer* in both class action and mass tort litigation.

Ben received his J.D. from The John Marshall Law School, where he was an Executive Editor of the Law Review and earned a Certificate in Trial Advocacy. While in law school, Ben served as a judicial extern to the Honorable John W. Darrah of the United States District Court for the Northern District of Illinois. Ben has also routinely guest-lectured at various law schools on issues related to class actions, complex litigation and negotiation.

**ARI J. SCHARG** is a Partner at EDELSON PC and Chair of the firm's Government Affairs Group, where he counsels governmental entities and officials on a range of policy and strategic issues involving consumer protection, privacy, technology, and data security. Known as an aggressive advocate, Ari also leverages his experience litigating hundreds of complex class and mass action lawsuits to help local governments prosecute large-scale cost recovery actions, including those against the pharmaceutical companies responsible for the opioid crisis.

Recognized as one of the leading experts on privacy and emerging technologies, Ari serves on the inaugural Executive Oversight Council for the Array of Things Project where he advises on privacy and data security matters, chairs the Illinois State Bar Association's Privacy and Information Security Section, and was recently appointed by the Illinois Senate President to

Co-Chair the Illinois Blockchain and Distributed Ledgers Task Force alongside Representative Michael Zalewski (21st Dist.). Ari was selected as an Illinois Rising Star by Super Lawyers (2013 – 2018), and received the Michigan State Bar Foundation's Access to Justice Award (2017) for "significantly advancing access to justice for the poor" through his consumer cases.

Ari regularly speaks about data security and technology at law schools and conferences around the country, and has testified before the Michigan House of Representatives Committee on Commerce and Trade about the privacy implications raised by the surging data mining industry and the Nevada Assembly Commerce and Labor Committee about the privacy implications raised by the surreptitious collection and use of geolocation data.

Ari received his B.A. in Sociology from the University of Michigan – Ann Arbor and graduated *magna cum laude* from The John Marshall Law School where he served as a Staff Editor for THE JOHN MARSHALL LAW REVIEW and competed nationally in trial competitions. During law school, he also served as a judicial extern to the Honorable Bruce W. Black of the U.S. Bankruptcy Court for the Northern District of Illinois.

**ALFRED K. MURRAY II** is Senior Litigation Counsel at EDELSON PC.

Alfred's prior experience includes handling a myriad of cases in his solo practice after spending several years at a well-respected civil litigation firm. Alfred's prior experience includes practice areas of civil right & municipal liability defense, commercial litigation, real estate litigation, and professional negligence. Known as a skilled yet reasonable litigator, Alfred has conducted bench trials, jury trials, and evidentiary hearings throughout the Northern District of Illinois, the Circuit Court of Cook County, and the surrounding suburbs. His experience in commercial litigation and real estate litigation led to substantive experience with judgment enforcement proceedings, where he eventually co-authored the *Equitable Remedies* chapter in the 2011 Supplement and 2013 Update to the *Illinois Institute of Continuing Legal Education, Creditors' Rights in Illinois*. Alfred has also lectured on supplemental proceedings, complex asset recovery, and post-judgment causes of action for the Illinois Creditors Bar Association, Illinois State Bar Association, Illinois Institute of Continuing Legal Education, and Chicago Bar Association. Alfred was selected as an Illinois Rising Star by Super Lawyers (2014, 2015, 2016, 2017, 2018).

Alfred received his B.S. in Political Science from the University of Illinois at Urbana-Champaign, and received his J.D. from The John Marshall Law School. During law school, Alfred served as the Chief Justice on the Moot Court Honors Board and participated in a number of national moot court competitions. While a law student, he also served as a judicial extern to The Honorable Abishi C. Cunningham of the Circuit Court of Cook County and served as a law clerk in the criminal enforcement division of the Office of the Illinois Attorney General, Lisa Madigan.

**LILY HOUGH** is an Associate at EDELSON PC where her practice focuses on consumer privacy-related class actions.



Lily received her J.D., *cum laude*, from Georgetown University Law Center. In law school, Lily served as a Law Fellow for Georgetown's first year Legal Research and Writing Program and as the Executive Editor of the Georgetown Immigration Law Journal. She participated in D.C. Law Students In Court, one of the oldest clinical programs in the District of Columbia, where she represented tenants in Landlord & Tenant Court and plaintiff consumers in civil matters in D.C. Superior Court. She also worked as an intern at the U.S. Department of State in the Office of the Legal Adviser, International Claims and Investment Disputes (L/CID).

Prior to law school, Lily attended the University of Notre Dame, where she graduated *magna cum laude* with departmental honors and earned her B.A. in Political Science and was awarded a James F. Andrews Scholarship for commitment to social concerns. She is also a member of the Pi Sigma Alpha and Phi Beta Kappa honor societies.

**SYDNEY JANZEN** is an Associate at EDELSON PC where her practice focuses on consumer privacy-related class actions.

Sydney received her J.D., *cum laude*, from The John Marshall Law School. While in law school, she was Executive Justice of the Moot Court Honor Society, a staff editor of The John Marshall Law Review, and a teaching assistant for Contracts and Legal Writing and Civil Procedure. Sydney represented John Marshall at the Pepperdine National Entertainment Law Competition where she was a quarter-finalist and won Best Petitioner's Brief. Sydney was a 2016 Member of the National Order of Scribes.

Prior to attending law school, Sydney attended DePaul University where she graduated, *summa cum laude*, with a B.A. in English and French.

**J. AARON LAWSON** is an Associate at EDELSON PC where his practice focuses on appeals and complex motion practice.

Prior to joining EDELSON PC, Aaron served for two years as a Staff Attorney for the United States Court of Appeals for the Seventh Circuit, handling appeals involving a wide variety of subject matter, including consumer-protection law, employment law, criminal law, and federal habeas corpus. While at the University of Michigan Law School, Aaron served as the Managing Editor for the Michigan Journal of Race & Law, and participated in the Federal Appellate Clinic. In the clinic, Aaron briefed a direct criminal appeal to the United States Court of Appeals for the Sixth Circuit, and successfully convinced the court to vacate his client's sentence.

**TODD LOGAN** is an Associate at EDELSON PC. He focuses his practice on class and mass actions and large-scale governmental suits. Todd represents Butte County residents who lost their homes and businesses in the Camp Fire, governments and other entities seeking to recover losses arising out of the nationwide opioid epidemic, former NCAA football players suffering from the harmful effects of concussions, consumers seeking compensation for their gambling losses to illegal internet casinos, and consumers who have been defrauded or otherwise suffered damages under state consumer protection laws.

In recent years, Todd has led the litigation and settlement of a variety of class action cases alleging claims under federal, state, and local laws. For example, in *Dickey v. Advanced Micro*

*Devices, Inc.*, No. 15-cv-04922, 2019 WL 251488, (N.D. Cal. Jan. 17, 2019), Todd briefed and argued a successful motion for nationwide class certification in a complex consumer class action alleging claims under California Law. In *Robins v. Spokeo*, No. 10-cv-5306 (C.D. Cal.), after remand from both the Supreme Court and the Ninth Circuit, Todd led the litigation of the class' claims under the Fair Credit Reporting Act for more than a year before the case entered settlement posture on favorable terms. And in *Sekura v. L.A. Tan Enterprises, Inc.*, No. 15-ch-16694 (Cir. Ct. Cook County, Ill.), Todd represented a class of consumers alleging claims under Illinois' Biometric Information Privacy Act (BIPA) and ultimately obtained a seven-figure class action settlement – the first ever BIPA class action settlement.

Before becoming a lawyer, Todd built SQL databases for a technology company and worked at various levels in state and local government. Todd received his J.D. *cum laude* from Harvard Law School, where he was Managing Editor of the Harvard Journal of Law and Technology. Todd also assisted Professor William B. Rubenstein with research and analysis on a wide variety of class action issues, and is credited for his work in more than eighty sections of Newberg on Class Actions.

From 2016-17, Todd served as a judicial law clerk for the Honorable James Donato of the Northern District of California.

**MICHAEL OVCA** is an Associate at EDELSON PC where he focuses on consumer, privacy-related and technology-related class actions.

Michael received his J.D. *cum laude* from Northwestern University, where he was an associate editor of the Journal of Criminal Law and Criminology, and a member of several award winning trial and moot court teams.

Prior to law school, Michael graduated *summa cum laude* with a degree in political science from the University of Illinois.

**ALBERT J. PLAWINSKI** is an Associate at EDELSON PC where he focuses on investigating privacy violations by consumer products and IoT devices.

Albert received his J.D. from the Chicago-Kent College of Law. While in law school, Albert served as the Web Editor of the Chicago-Kent Journal of Intellectual Property. Albert was also a research assistant for Professor Hank Perritt for whom he researched various legal issues relating to the emerging consumer drone market—e.g., data collection by drone manufacturers and federal preemption obstacles for states and municipalities seeking to legislate the use of drones. Additionally Albert earned a CALI award for receiving the highest course grade, in Litigation Technology.

Prior to law school, Albert graduated with Highest Distinctions with a degree in Political Science from the University of Illinois at Urbana-Champaign.

**DAN SCHNEIDER** is an Associate at EDELSON PC where he focuses on consumer protection and privacy-related class actions.

Dan received his J.D. *summa cum laude* from the University of Wisconsin, where he served as



an Articles Editor for the Wisconsin Law Review.

Prior to law school, Dan graduated *magna cum laude* with a B.A. in Visual and Media Arts from Emerson College. He worked as a freelance journalist for many years covering economics, activism, and music in the Boston area. His work has appeared in *The Atlantic*, *The Boston Globe*, and *In These Times*, among other outlets.

**BEN THOMASSEN** is a Partner at EDELSON PC where he focuses on consumer litigation, with an emphasis on privacy and data breach class actions.

Ben's work at the firm has achieved significant results for classes of consumers. He has been appointed as class counsel in several high profile cases, including, for example, *Harris v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.) (in case against data analytics company, estimated to be the largest privacy class action certified on adversarial basis and resulted in \$14MM settlement). Ben has also played critical and leading roles in developing, briefing, and arguing novel legal theories on behalf of his clients, including by delivering the winning oral argument to the Eleventh Circuit in the seminal case of *Resnick, et al. v. AvMed, Inc.*, No. 10-cv-24513 (S.D. Fla.) (appointed class counsel in industry-changing data breach case, which obtained a landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred) and recently obtaining certification of a class of magazine subscribers in *Coulter-Owens v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.) (achieved adversarial certification in privacy case brought by class of magazine subscribers against magazine publisher under Michigan's Preservation of Personal Privacy Act). His cases have resulted in millions of dollars to consumers.

Ben graduated *magna cum laude* from Chicago-Kent College of Law, where he also earned a certificate in Litigation and Alternative Dispute Resolution and was named Order of the Coif. He also served as Vice President of Chicago-Kent's Moot Court Honor Society and earned (a currently unbroken firm record of) seven CALI awards for receiving the highest grade in Appellate Advocacy, Business Organizations, Conflict of Laws, Family Law, Personal Income Tax, Property, and Torts. In 2017, Ben was selected as an Illinois Emerging Lawyer by Leading Lawyers.

Before settling into his legal career, Ben worked in and around the Chicago and Washington, D.C. areas in a number of capacities, including stints as a website designer/developer, a regular contributor to a monthly Capitol Hill newspaper, and a film projectionist and media technician (with many years experience) for commercial theatres, museums, and educational institutions. Ben received a Master of Arts degree from the University of Chicago and his Bachelor of Arts degree, *summa cum laude*, from St. Mary's College of Maryland.

**ALEXANDER G. TIEVSKY** is an Associate at EDELSON PC, where he concentrates on complex motion practice and appeals in consumer class action litigation.

He received his J.D. from the Northwestern University School of Law, where he graduated from the two-year accelerated J.D. program. While in law school, Alex was Media Editor of the Northwestern University Law Review. He also worked as a member of the Bluhm Legal Clinic's Center on Wrongful Convictions. Alex maintains a relationship with the Center and

focuses his public service work on seeking to overturn unjust criminal convictions in Cook County.

Alex's past experiences include developing internal tools for an enterprise software company and working as a full-time cheesemonger. He received his A.B. in linguistics with general honors from the College of the University of Chicago.

**SCHUYLER UFKES** is an Associate at EDELSON PC where he focuses on consumer and privacy-related class actions.

Schuyler received his J.D. *magna cum laude*, and Order of the Coif, from the Chicago-Kent College of Law. While in law school, Schuyler served as an Executive Articles Editor for the Chicago-Kent Law Review and was a member of the Moot Court Honor Society. Schuyler earned five CALI awards for receiving the highest grade in Legal Writing II, Legal Writing III, Pretrial Litigation, Supreme Court Review, and Professional Responsibility.

Prior to law school, Schuyler graduated with High Honors from the University of Illinois Urbana-Champaign earning a degree in Consumer Economics and Finance.

**J. ELI WADE-SCOTT** is an Associate at EDELSON PC where his practice focuses on privacy- and tech-related class actions and enforcement actions brought by governments. Eli has been appointed to represent several states, including as a Special Assistant State's Attorney to prosecute Facebook's violations of the Illinois Consumer Fraud Act in the Cambridge Analytica scandal, and by the State of New Mexico to prosecute Google's violations of the Children's Online Privacy Protection Act. In his work representing classes of employees and consumers, Eli has returned some of the highest per-person relief ever secured in a privacy case—resulting in checks for nearly a thousand dollars to be sent directly to entire classes with no need to make a claim.

Before joining Edelson, Eli served as a law clerk to the Honorable Rebecca Pallmeyer of the Northern District of Illinois. Eli has also worked as a Skadden Fellow at Legal Aid Chicago, Cook County's federally-funded legal aid provider. There, Eli represented dozens of low-income tenants in affirmative litigation against their landlords to remedy dangerous housing conditions.

During law school, Eli was an Executive Editor on the Harvard Law and Policy Review and a research assistant to Professor Vicki C. Jackson.

**JACOB WRIGHT** is an Associate at EDELSON PC where his practice focuses on consumer and privacy-related class actions.

Jacob graduated with honors from the University of Texas at Austin with a degree in Government and Middle Eastern Studies. He received his J.D. *cum laude* from American University College of Law.

Jacob is a Member of the Equality Illinois Political Action Committee as well as a Next Generation Board Member of La Casa Norte.

**BRANDT SILVER-KORN** is an Associate at Edelson PC where his practice focuses on class and mass actions and large-scale governmental suits. His current clients include families who lost their homes and businesses in the Camp Fire, communities that have been severely impacted by the opioid epidemic, and consumers who have suffered gambling losses to illegal internet casinos.

Brandt received his J.D. from Stanford Law School, where he was awarded the Gerald Gunther Prize for Outstanding Performance in Criminal Law, and the John Hart Ely Prize for Outstanding Performance in Mental Health Law. While in law school, Brandt was also the leading author of several simulations for the Gould Negotiation and Mediation Program.

Prior to law school, Brandt graduated *summa cum laude* from Middlebury College with a degree in English and American Literatures.

**SHAWN DAVIS** is the Director of Digital Forensics at EDELSON PC, where he leads a technical team in investigating claims involving privacy violations and tech-related abuse. His team's investigations have included claims arising out of the fraudulent development, marketing, and sale of computer software, unlawful tracking of consumers through digital devices, unlawful collection, storage, and dissemination of consumer data, large-scale data breaches, receipt of unsolicited communications, and other deceptive marketing practices.

Prior to joining EDELSON PC, Shawn worked for Motorola Solutions in the Security and Federal Operations Centers as an Information Protection Specialist. Shawn's responsibilities included network and computer forensic analysis, malware analysis, threat mitigation, and incident handling for various commercial and government entities.

Shawn is an Adjunct Industry Associate Professor for the School of Applied Technology at the Illinois Institute of Technology (IIT) where he has been teaching since December of 2013. Additionally, Shawn is a faculty member of the IIT Center for Cyber Security and Forensics Education which is a collaborative space between business, government, academia, and security professionals. Shawn's contributions aided in IIT's designation as a National Center of Academic Excellence in Information Assurance by the National Security Agency.

Shawn graduated with high honors from the Illinois Institute of Technology with a Masters of Information Technology Management with a specialization in Computer and Network Security. During graduate school, Shawn was inducted into Gamma Nu Eta, the National Information Technology Honor Society.

# Exhibit B

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

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

Plaintiffs,

v.

ADTELEM 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

**OBJECTION TO PROPOSED CLASS SETTLEMENT**

Class member Richardo Peart objects to the proposed class settlement of the claims asserted against Adtelem Global Education, Inc. and DeVry University, Inc. ("DeVry Defendants"), as follows:

1. I paid for a DeVry education in reliance on DeVry's statements that 90% of graduates who were actively seeking employment had a job within their field of study within six months of graduation.
2. I am represented in this objection by Adam Hoipkemier, Esq. of Epps Holloway DeLoach & Hoipkemier, LLC, 1220 Langford Drive, Bldg. 200-101, Watkinsville, GA 30677, and requested that any service or correspondence relating to this matter be directed to him. I do not wish to provide my address in the public record but will provide it to counsel upon request.
3. I reserve the right to appear at the final approval hearing personally or through counsel.

## GROUNDS FOR OBJECTION

### *a. Background of the FTC Settlement with the DeVry Defendants*

The DeVry Defendants previously settled claims with the Federal Trade Commission (FTC) alleging violations of the FTC Act, 15 U.S.C. § 43(c) for relief that included a cash payment of \$49,400,000 and cancellation of the unpaid balance of private loans issued to DeVry University students of \$30,351,019 ("FTC settlement"). See *FTC v. DeVry University, Inc., et al.*, Case No. 2:16-cv-00579-MWF-SS, Doc. 98 (Stipulated Judgment) (C.D. Cal., December 19, 2016), attached as Exhibit A.

According to a July 5, 2017 posting on the FTC website, it mailed "173,000 refund checks worth more than \$49 million to some students who attended [DeVry] between 2008 and 2015." <https://www.consumer.ftc.gov/blog/2017/07/ftc-sends-devry-refund-checks#:~:text=As%20part%20of%20its%20settlement,school%20between%202008%20and%202015.&text=The%20FTC%20used%20DeVry's%20records,who%20were%20eligible%20for%20refunds>. A true and accurate copy of the FTC website announcement related to the settlement with the DeVry Defendants is attached as Exhibit B (last visited August 20, 2020).<sup>1</sup> In April 2019, the FTC announced that it was mailing a second round of 128,875 checks, totaling more than \$9.4 million, to persons that cashed the first check. A true and accurate copy of the FTC website announcement related to the second round of checks from the DeVry settlement is attached as Exhibit C (last visited August 20, 2020).

Mr. Peart received two checks from the FTC settlement totaling \$772.96.<sup>2</sup>

<sup>1</sup> Checks were mailed to students were those who enrolled at DeVry for the first time between January 1, 2008 and October 1, 2015, paid more than \$5,000, did not receive loan forgiveness as part of the settlement, and received at least one credit. *Id.*

<sup>2</sup> Mr. Peart also received a settlement check from another government settlement with the DeVry Defendants but has been unable to verify the amount.



- b. *The offset for funds received from the FTC Settlement may leave thousands of class members like Mr. Peart with little or no recovery in exchange for their releases.*

Class members like Mr. Peart are highly disadvantaged by the offset in the settlement for payments received from the prior settlement between the DeVry Defendants and the Federal Trade Commission (FTC) – and may receive no relief at all. Section 2.1(b) of the Settlement Agreement creates a *de facto* subclass and effectively nullifies the cash recovery due under the settlement to as many as 128,000 class members by offsetting their recovery by payments they received from the FTC settlement.<sup>3</sup> See Exhibit C (referencing mailing 128,975 checks to persons that cashed first check from FTC settlement). The FTC settlement offset cancels up to 1/3 of the settlement fund, i.e. \$14,983,333.

Based on the offset, class members, like Mr. Peart, who received payments from the FTC settlement will receive little or no consideration in exchange for releasing their claims against DeVry, while class members that received debt cancellation in the FTC settlement will receive full settlement value.<sup>4</sup> For example, in Mr. Peart's case, his share of the settlement fund will be reduced by at least \$772.96, and potentially to zero, depending on the claims rate and the number of credits paid for by other class members. These class members do not receive any additional relief to account for the reduction in their settlement payouts.

<sup>3</sup> While the settlement agreement refers to avoiding a "double recovery," the parties cite no authority for the proposition that the DeVry Defendants are entitled to offset payments pursuant to a stipulated judgment for equitable violations of the FTC Act against the class's monetary recovery in this private civil action. *Cf. Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 127 S. Ct. 2499, 168 L. Ed. 2d 179 (2007) ("This Court has long recognized that meritorious private actions to enforce federal antifraud securities laws are an essential supplement to criminal prosecutions and civil enforcement actions brought, respectively, by the Department of Justice and the Securities and Exchange Commission.").

<sup>4</sup> Of course, there is no way to calculate the true impact of the offset, or the total payment due to Mr. Peart, until the class administrator tallies the claim forms.

This disfavored subset of the class has a strong interest in pursuing their claims for debt cancellation, rather than settling those valuable claims for a drastically reduced or zero payment after applying the offset. *E.g. Remitas v. Nelman Marcus Grp., Ltd. Liab. Co.*, 341 F. Supp. 3d 823, 828 (N.D. Ill. 2018) (declining to approve settlement due to intra-class conflict because the “non-Malware-Period subclass, by contrast, has no chance of monetary recovery under the proposed settlement agreement, and thus has strong incentive to pursue additional legal relief that the plaintiffs have declined to pursue in favor of settling.”); *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, 827 F.3d 223, 233 (2nd Cir. 2016) (recognizing that mediation with respected mediators does not compensate for the absence of independent representation because there could be no assurance that anyone advanced the strongest arguments in favor of the disfavored claims). Since the offset from the FTC settlement creates an intra-class conflict and may leave Mr. Peart and many thousands of other class members with zero recovery, the Court should deny final approval.

*c. Any common fund award must account for the FTC settlement offset.*

Plaintiffs’ counsel seek a percentage-of-fund fee award of 35% of what is represented as a \$44,950,00 common fund. Pls.’ Mtn. for Atty Fees at 2. The fee request comes to \$15,732,500. The Court should deny the fee request because counsel have overstated the value of the common fund by up to one-third (\$14,983,333) by failing to account for the FTC offset.

As noted above, the DeVry Defendants are entitled to an offset of up to 1/3 of the \$44,950,000 Settlement Fund based on payments received by class members from prior settlements between the DeVry Defendants and various governmental bodies, including the settlement with the FTC. Settlement Agreement at Section 2.1(b)(v). These funds were not recovered for the class. The offset reverts to the DeVry Defendants, rather than remaining in the



common fund for distribution to other class members. *Id.* The exact amount of the offset is unknown until the class administrator calculates individual class members' recoveries from their claim forms.<sup>5</sup> It is safe to assume that the offset will be substantial if it does not exceed the cap, considering that the FTC mailed checks totaling more than \$49 million to 173,000 of the 323,000 class members in this case. Ex. A.

Under the common fund doctrine, "a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." *Schultens v. Schneider*, 173 Ill. 2d 375, 385, 671 N.E.2d 657, 662 (Ill. 1996). The underlying justification for the common fund doctrine is to spread the cost of litigation among beneficiaries of the fund to avoid unjust enrichment. *Id.* The Court has discretion to fashion a common fund award based on a reasonable percentage of the fund or the hours-based lodestar approach. *Brundidge v. Glendale Fed. Bank*, 168 Ill. 2d 235, 245, 659 N.E.2d 909, 914 (Ill. 1995).

Here, it is Plaintiffs' counsel that would be unjustly enriched if the Court granted their fee request. The fee request is artificially inflated by millions of dollars based on the inclusion of the reverting offset in the percentage-of-fund calculation. It is telling that counsel do not call the Court's attention to the offset in their fee motion. The Court should deny Plaintiffs' counsel's request for up to \$5.24 million in additional fees based on money that the class is not entitled to receive under the settlement. Any percentage-of-fund award should be limited to the actual cash value of the common fund<sup>6</sup> to the class after accounting for the offset in Section 2.1(b)(v).

<sup>5</sup> Since the deadline to submit claim forms is September 7, 2020, the class administrator should be able to calculate it before the final approval hearing.

<sup>6</sup> The Settlement's nominal non-monetary benefits do not factor into the calculation of a percentage-of-fund award because they cannot be readily valued. *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (common fund award appropriate "when each member of a certified class has an undisputed and mathematically ascertainable claim to part of a lump-sum judgment recovered on his behalf"); *Staton v. Boeing Co.*, 327 F.3d 938 (9th Cir. 2003).

*d. The requested 35% fee award is excessive under the facts of the case.*

Plaintiffs' counsel fail to show that the requested fee is reasonable. The settlement piggybacked on government enforcement actions and does not represent some extraordinary result. Counsel submit no evidence of their lodestar that might justify an eight-figure fee for claims that settled just after the motion to dismiss stage without apparently engaging in any formal discovery. With such an early settlement, counsel did not undertake any serious litigation risk.

Under these facts, awarding fees of 35% of the common fund would result in a windfall for Plaintiffs' counsel at the expense of their clients. *Brundidge, supra*, 168 Ill. 2d at 243, 659 N.E.2d at 913-14 (awarding a percentage of the common fund in attorney fees "heaps a windfall on plaintiffs' counsel when the damages awarded are high but the costs and length of the litigation were comparatively slight."). The Court should award no more than 25% of the cash fund if the settlement is approved.

### CONCLUSION

For the foregoing reasons, I respectfully request that the Court deny final approval of the proposed settlement and deny Plaintiffs' counsel's request for a 35% percentage-of-fund award that includes the reverting offset based on funds received from the FTC settlement.

This 17 day of August, 2020.

Respectfully submitted,



Richardo Peart

---

has an undisputed and mathematically ascertainable claim to part of a lump-sum judgment recovered on his behalf"); *Staton v. Boeing Co.*, 327 F.3d 938 (9th Cir. 2003).

# Exhibit C

Destiny Glean-Sealey

626.824.2626

1105 Sage Ave

Bryan, TX 77803

Claim Member ID: 31136CG1P7RQN

I object to the settlement and feel these few things should be added to the final settlement. The most difficult for me which sent me into a depression was not being able to find a job. The loan which is insurmountable for me to even begin to repay causes me sleepless nights and has been an additional stress for my mother. DeVry stated to me and my mother, Marva Glean when we were taken on tour of the school that their teachers were from the industry, that their students have been successful after graduation and I would be working in my field of study within six (6) months after graduation. Also, I would not have to repay my loans prior to graduating. However, before completing my first year, we were both contacted to begin repayment; my loan and her **parent plus loan**.

My mother told them I was still in school. I believe that DeVry University perpetrated fraud in their promises with regards to my education. It was awfully expensive to attend that school, I worked hard, they continuously asked for more money, classes they claimed I needed were not offered during one semester, or another; I had to wait to take those classes which meant more money and time.

I would like the loans waived. We were promised and we believed the lies shared by the Administrative personnel of DeVry University. I did everything I was told to do, and in the end, I have nothing to show for it, except this huge debt. These loans are hurting our credit scores and I cannot see how I will be able to repay this loan in my lifetime without a job or even with a minimum wage job. It was never my intention to not repay the loans but now it is too big, it is weighing my mother and I down and I cannot move forward with this hanging over our heads.

Unfortunately, I would not be able to make it in person to the Final Approval Hearing because of medical reason and funds. But can be contacted via video conference for any questions or input about my object.

# Exhibit D

08/10/2020

Bangalore

To,

Michael Ovca,

Edelson PC,

350 North LaSalle Street, 14th Floor  
Chicago, Illinois 60654

From,

Gurudeva. B. Kalledevarpurada

23621 Del Monte Dr, 334,

Valencia, CA 91355 USA

(My condo in Valencia which I purchased in 2004 and owned it till I came  
to India after attending classes at De Vry University from 01/2018 - -6/2018)

D No 9/2, 1<sup>st</sup> Cross, 2<sup>nd</sup> Main, BSK 3<sup>rd</sup> Stage

Near Katriguppe Water Tank,

Bangalore 560085 Karnataka India (Current Address since 01/2019)

Email Id: [gkitcareer@gmail.com](mailto:gkitcareer@gmail.com)

Ph. No: +91-8050006379 © | +1-323-284-4798 (S)

Sub: Objection to the settlement with “De Vry” University and requesting for reasonable compensation  
in proportion to the losses

Dear Honorable Michael,

I am Gurudeva B Kalledevarpurada, attended classes at DE VRY University from Jan 2018 – June 2018  
for the Masters Degree Course.

I received a letter at my residence in Valencia California regarding class action lawsuit against De Vry  
University.

I am a victim of the "Misleading", "Fraud" marketing by De Vry University, their partners. Due to this I lost my job in USA where I was earning USD 80,000 (Plus Benefits USD 20,000) in 2007 and did not get an equivalent or better job and job less since 3+ yrs. I also lost my condo in Valencia. I had paid more than USD 150k in mortgage related expenses from 2004-2008 for this condo. I lost my green card, came back to India in 2008 and could not come back and work in USA afterwards even though I tried several times.

This has caused significant financial, as well as personal damages to me. I do not know the award of the compensation to me. As I read in several news reports, it would be a minor amount around USD 1000 for each student, I am writing in to explain the amount of losses I have suffered, that this compensation will be very inadequate for me and requesting you to "reasonably", "adequately" compensate me and also fix things which will enable me to work in USA again.

I worked in USA from 2000. I was hired from India by Kaiser Permanente IT, Los Angeles, relocated me to USA on the promise of green card. Prior to that, I had worked in USA for GE as a IT consultant from 1998-1999 on H1B visa and received management award from GE for the work done.

After relocation to USA in 2000, after the approval of my H1B visa, I started working in Kaiser Permanente IT, Los Angeles Office from 2000 as a Programmer Analyst. Subsequently, Kaiser filed for my green card.

In 2002, I was promoted by Kaiser Permanente IT as Encyclopedia Administrator managing the work of 100+ Developers, 10+ teams across USA. I continued working from Los Angeles Office, I was also attending part-time MBA program at California State University, Los Angeles from 2002-2004 in the Tuition Reimbursement Scheme. As per the recommendation of my employer, I purchased condo in Valencia, CA (for USD 317000) and moved to the condo in 2004.

I also upgraded the condo, furnished it etc and spent close to USD 50,000 in Upgrades, Furnishing etc. In 2006, I had discussions with my employer Kaiser Permanente, requesting them for salary hike to meet the increased expenses after purchasing condo as well as to reflect my performance where I worked extra hours as well as weekends to meet the company goals, objectives. In fact, from 2000-2003, I had not received much salary hike. Kaiser increased my salary in 2004 and also made me purchase a condo in Valencia in 2004 saying it would help in my green card processing etc.

In 2006, after appraisal discussion with KP IT HR, I received a call from De Vry University administrators asking me to attend an information session with their counselor at Sherman Oaks campus. I immediately attended the information session during which they asked me to do the MBA program at their institute and advised that it would increase my salary by at least 15 % and also enable faster green card processing under EB2 Scheme (My green card filed by Kaiser Permanente IT was in EB3 Category and not yet reached Labor Certification by 2006). They also advised me to attend GMAT classes and referred me to Manhattan GMAT for attending the GMAT Classes. After paying fee, I attended GMAT classes at Manhattan GMAT in 2006 in a facility hosted by the Pepperdine University in Los Angeles.

In 2007, I was offered admission by Pepperdine University for full-time MBA in their Malibu campus. Even though my employer asked me to work from Campus for a few hours every day, get the salary and attend MBA classes, and that that it would ease paying tuition fees. However, De Vry University

partner Pepperdine University insisted that I shift to FI visa, withdraw my green card application and attend the full-time MBA program and told they would provide scholarships, loans for the entire duration of the program. They also sent mailers that grants are available due to which the Masters Degree education would be entirely free. They told that the classes would be hectic and I would not be able to do Kaiser work from campus.

Accordingly, I withdrew my green card application, shifted to FI visa from HIB in 2006, and started attending MBA classes from their Malibu campus from 2007 August. I was still trying to sell/rent my condo in Valencia and I had to visit the condo some times to enable showing the condo to visitors.

I spent around USD 20000 in Tuition, Boarding expenses with Pepperdine University. In Dec 2007, they discontinued scholarship, withdrew private loans and transferred me to De Vry University.

I attended classes in De Vry University from Feb 2008 till July 2008. Before joining the course, admission counselor again reiterated that I would get a job while doing the course, higher salary of at least 15% etc. I attended 2 courses in De Vry University and received A Grades. I spent around USD 20,000 in Tuition Fees, Boarding expenses.

Following are the details of my attendance at DE VRY University for Spring Semester 2008

Sl. No.	Name	Student ID	Dates of Attendance	Course Name	Subjects	Credits
I	Gurudeva B Kalledevar purada	D03155690	03/03/2008 – 06/22/2008	Information Systems Management At Kelller Graduate School of Management of De Vry University	1) Leadership & Org Behavior	3.00
					2) Managing Org Change	3.00

De Vry University did not help me get any job while during the course. Even when I told that I was running out of funds and would not be able to continue in the program, they did not help me get any job during the course. I exhausted all the funds. I tried to get back to Kaiser Permanente IT.

Kaiser Permanente IT did not rehire me saying I do not have a green card which they only were processing which cleared 2<sup>nd</sup> stage in 2008 Jan. Since I shifted to Pepperdine University in Aug 2008, Kaiser stopped processing my Green card further and withdrew my application to facilitate processing of my FI visa. I had to withdraw the Green card as per the advise of lawyer affiliated with Pepperdine University who processed my FI visa.

Other employers also did not hire me in 2008 saying since I have completed 6+ yrs. in HIB visa, I had to get out of USA for one year. I tried to find an attorney in 2008 in Malibu who would file a case against Pepperdine University as well as De Vry University for misleading me to do full-time MBA with them,



promising loans, scholarships etc and providing none of them and making me lose job, return back to India. However they told they were looking for more victims to file for a Class Action Lawsuit.

Since all the funds got exhausted, I came to India in 2008. I lost my condo in Valencia CA for which I had paid more than USD 150,000 in mortgage related expenses.

I have been trying since 2010 to come back and work in USA. I had contributed my entire earnings from 1998-2007 towards condo in Valencia USA, Social Security, 401k, 403b, Medicare, etc as many of the funds were automatically deducted from my pay check while I did not get any benefits.

None of the companies from India are willing to sponsor my H1B visa as I was having more than 10 yrs. experience by 2010. I came to USA in 2017,2018 on my own, to try for rehire with my employer Kaiser Permanente IT which did not citing lack of green card. Kaiser Permanente IT had told in 2008 that they would rehire me after one year out of USA and accordingly I had come to India in 2008 and I had stayed here. However they did not rehire me nor relocate me to USA since 2010.

I spent USD 10000 in these 2 trips in 2017,2018 to try for rehire. Even though many companies told in 2008 that they would sponsor my H1B after I go out of USA for one year, they have not sponsored my H1B even after 12 yrs.

I do not have a job in India since 3+ yrs., Could not purchase a property in India as all my funds were invested in USA and due to the misleading marketing efforts by De Vry University, its partners. I lost a fantastic condo in Valencia, CA, USA which I had purchased by putting my earnings from 1998-2007 and also done the upgrade. But due to mischievous as well as misleading marketing from De Vry University and their partner Pepperdine University, I lost this condo in USA as well.

Please see the losses suffered

Sl. No.	Loss Description	Loss Amount
1	Loss of my condo in Valencia for which I paid more than USD 150k in Mortgage, Property Tax, HOA, Insurance, Upgrades etc	USD 150000 by 2008 + Interest from 2008 to Till date
1	Tuition + Boarding Fee paid to Pepperdine	USD 20000 + Interest from 2008 to Till date
2	Tuition + Boarding Fee paid to De Vry University	USD 20000 + Interest from 2008 to Till date
1	Loss of income from 08/2007 – 08/2020 (And running)	USD 100k * 13 = USD 1.3 Million (and Counting)
3	2 Trips to USA in 2017,2018	USD 10000 + Interest
4	Loss of US Green card	USD 1 Million (At least)
5	Loss of US Citizenship	USD 1 Million (At least)
6	Total	USD 3.5 Million and counting

This has also affected my credit rating in USA as I had taken loan for purchasing the condo as well as paying Tuition Fees. I also withdrew funds from my 401k account completely and spent it in the MBA programs.

Due to these losses, I could not settle in my personal life.

After working in USA for 10+ yrs. I should be having a savings of USD 100k which I easily would have if De Vry/Pepperdine had not done a "Bait and Switch" scheme in 2007-2008. Also whenever I provide these University Certificates as part of employment verification, I am not getting the job as well as these "Bait and Switch" Universities do not have good record in Employment Verification.

These things have made it difficult for my little daughter, 8+ yrs. old whom I have not met since 2+ yrs. She appears to have been injured as seen in a school video, She has been taken by some people to a remote place in India after I went to USA in 2018 to resolve my employment matters. I wanted to take her to USA and send her to school at the place where I will be working. Only after going and meeting her, I would come to know the details.

If De Vry University had delivered results as they promised, I would have continued working in USA from 2008 onwards, I would have continued staying in my condo and after marriage, would have brought my newly married wife to USA, have my family there and continue working there.

Due to the mistakes committed by De Vry University Marketing, Counselling, Career Support Team and their partners, it has immensely affected me, my career, family life.

Requesting you to adequately compensate me for the mistakes that De Vry University has done. At a minimum, I request the following

- 1) Compensation for the loss of condo worth USD 350k in Valencia CA for which I had paid USD 150k by 2008 from my earnings from 1998-2007,
- 2) Return of Tuition Fee + Boarding Fee on the Transfer University for USD 20,000 + Interest,
- 3) Return of Tuition Fee + Boarding Fee by De Vry University for USD 20,000 + Interest,
- 4) Loss of Income in USA from 2008-till date
- 5) Fix my credit file in USA
- 6) Compensation for the mistakes University did
- 7) Provide Accurate, Credible and Dependable Reference which helps in getting and retaining the jobs for long term (as I did from 1996-2007 without a glitch)

I also request you to direct De Vry University, Pepperdine University to provide support for me to be rehired by my previous employer Kaiser Permanente IT, USA or any other employer in USA that they work with, relocate me back to USA, pay me a salary of at least USD 100k + Benefits, as well as processing my green card, work permit as necessary.

Thank you for providing your kind attention to these matters. My classmates at De Vry University have done a good job fighting for their rights and also including me in the class action law suit.

I have included the details of my Bank Account (Checking Account) in USA for which you can deposit my compensation

Sl. No.	Name of the Bank	Name on the Account	Routing Number	Account Number
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

I am also trying to set up a Business Checking Account in the USA and a Mailbox in USA which could help in safe transfer of the compensation.

I wanted to come and give my statement in the court. However, I do not have funds to travel to USA now. Also due to Corona lockdown, flights are not running between USA and India. I am ready to give my statement in the court if the court arranges for transportation, accommodation for attending the court hearings.

Please let me know for any questions.

Sincerely,

Gurudeva B Kalledevarpurada

Return Date: No return date scheduled  
Hearing Date: No hearing scheduled  
Courtroom Number: No hearing scheduled  
Location: No hearing scheduled

FILED  
9/16/2020 9:11 PM  
DOROTHY BROWN  
CIRCUIT CLERK  
COOK COUNTY, IL  
2018CH04872

**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.*

10476021

No. 2018-CH-4872

Honorable Michael T. Mullen

**DECLARATION OF ROBERT L. TEEL  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true:

1. I am an attorney admitted to practice before the Supreme Courts of the States of California and Kansas and in over a dozen federal courts around the country, including the Ninth Circuit Court of Appeals and the United States District Court for the Northern District of Illinois. I have been granted permission to appear *pro hac vice* before this Court in connection with this action. I am entering this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement. This declaration is based upon my personal knowledge except where

FILED DATE: 9/16/2020 9:11 PM 2018CH04872

expressly noted otherwise. If called upon to testify to the matters stated herein, I could and would competently do so.

2. I am the principal attorney of the Law Offices of Robert L. Teel and, along with counsel from Edelson PC, have been appointed Settlement Class Counsel in this matter. I have been personally involved in the investigation and prosecution of this action from its pre-investigation inception in 2016 through the present.

3. My practice is devoted to prosecuting and litigating class action and other complex cases. Since I started practicing law in 1987 I have acquired extensive experience in successfully prosecuting, defending, and advising plaintiffs and defendants in complex litigation, including consumer class actions and other matters pertaining to federal class actions, over 800 state court cases, and a variety of state and federal regulatory actions including a grand jury investigation resulting from “Ponzi scheme” litigation.

4. In addition to the present action, and without limitation, I currently serve as counsel for the plaintiffs in the class action and representative cases of *Romero, et al. v. Securus Technologies, Inc.*, Case No.: 16-cv-01283 (S.D. Cal.), *Owino, et al. v. CoreCivic, Inc.*, Case No. 17-cv-01112 (S.D. Cal.), *Case, et al. v. Merlin Entertainments Group, U.S. Holdings, Inc., et al.*, Case No. 30-cv-01049 (S.D. Cal.), *Jackson v. The 3M Company, et al.*, Case No. 19-cv-00167 (Dist. of S.C.), *Marks v. City of San Diego*, Case No. 37-2018-000141120CU-MC-CTL (San Diego Sup. Ct.), *Hall v. Marriott International, Inc.*, Case No. 19-cv-1715 (S.D. Cal.), *Fox v. Iowa Health System doing business as UnityPoint Health.*, Case No. 18-cv-0327 (W.D. Wis.), and *Cays v. United States*, Case No.20-1174L (Fed. Ct. Claims).

5. Including this case, I represent the interests of well over two million certified and/or proposed class members located in the United States and abroad. In addition to this

action, I have been appointed class counsel in the *Romero, et al. v. Securus Technologies, Inc.* litigation (appointed as class counsel in class action litigation concerning the recording of telephone calls between persons in the custody of law enforcement and their attorneys) and *Owino v. CoreCivic, Inc.* litigation (appointed as class counsel to represent a nationwide class estimated to be over 200,000 civil immigration detainees who were allegedly subjected to unlawful state and federal forced labor practices).

6. I have been appointed to serve as settlement class counsel in the *Fox, et al. v. Iowa Health System* case (a HIPAA data breach case involving over 1.4 million patients in the states of Wisconsin, Illinois, and Iowa). A motion for approval of my appointment to serve as interim class counsel is also currently pending in the *Case v. Merlin Entertainments* lawsuit (a consumer protection case involving hundreds of thousands of consumers of theme parks and attractions nationwide),

7. In my career I have served as first or second chair in numerous jury and bench trials, trials by reference, and arbitrations. I have handled all manner of law and motion proceedings and all forms of written discovery and depositions. I have been responsible for determining and providing legal opinions regarding the value and potential returns in connection with the prosecution of hundreds of millions, if not billions, of dollars of claims in connection with plaintiffs' legal rights and lawsuits.

8. Based on my experience, the record of litigation activity and other efforts on behalf the Settlement Class (as detailed in Plaintiffs' Motion for and Memorandum in Support of Final Approval, along with my co-counsel's Declaration in support of the same), my evaluation of the strengths and weaknesses of the parties' respective cases in absence of settlement, and in

consideration of the considerable relief that the Settlement secures, I am of the opinion that it is fair, reasonable, adequate, and deserving of final approval by the Court.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I hereby certify that the foregoing is true and correct to the best of my knowledge.

Executed this 16th day of September 2020, at Bellingham, Washington.

/s/ Robert L. Teel