

**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

**ORDER GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AGREEMENT,
GRANTING PLAINTIFFS' MOTION FOR ATTORNEYS' FEES**

The above-captioned matter (the "Action") having come before the Court on Plaintiffs' Motion for and Memorandum in Support of Final Approval of Class Action Settlement between Plaintiffs Dave McCormick, T'Lani Robinson, Scott Swindell, Dennis Magana, David Torosyan, and Robby Brown (collectively, "Plaintiffs") and Defendants Adtalem Global Education Inc. and DeVry University, Inc. (collectively, "DeVry"), as set forth in the Settlement Agreement and Release between Plaintiffs and Defendants (the "Settlement"), and Plaintiffs' Motion for Attorneys' Fees, Expenses, and Incentive Awards, due and adequate notice having been given, the Court being fully advised in the premises, and having held a Final Approval Hearing on October 7, 2020, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement.

2. This Court has subject-matter jurisdiction to approve the Settlement Agreement, including all attached exhibits, and personal jurisdiction over all Parties to the Action, including all Settlement Class Members.

3. On May 28, 2020, this Court preliminarily approved the Settlement, and certified, for settlement purposes, the Settlement Class comprising “all individuals in the United States who purchased or otherwise paid for any part of a DeVry or Keller education program between January 1, 2008, and December 15, 2016.”¹ This Court now affirms certification of the Settlement Class for settlement purposes only.

4. Notice to the Settlement Class has been provided in accordance with the Court’s Preliminary Approval Order, and the substance of and dissemination program for the Notice—which included direct notice via U.S. Mail, email, the creation of the Settlement Website, and a toll-free phone number—provided the best practicable notice under the circumstances; was 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 the Settlement and to appear at the Final Approval Hearing; was reasonable, and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and fulfilled the requirements of 735 ILCS 5/2-803 and Due Process.

5. The Settlement was the result of arm’s-length negotiations conducted in good faith by experienced attorneys familiar with the legal and factual issues of this case and is

¹ 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.

supported by the Class Representatives and Class Counsel. The Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement. Class Counsel's and the Class Representatives' appointment is confirmed.

6. The Settlement is fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class in light of the complexity, expense, and duration of the litigation and the risks involved in establishing liability and damages and in maintaining the class action through trial and appeal.

7. The Settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the Released Claims. The Court finds that the consideration to be paid to Settlement Class Members is reasonable, considering the facts and circumstances of the claims and affirmative defenses available in the Action and the potential risks and likelihood of success of alternatively pursuing litigation on the merits.

8. Approximately 866 individuals submitted requests for exclusion from the Settlement Class, and, with the exception of such individuals who submitted valid requests for exclusion, all individuals meeting the Settlement Class's criteria shall be bound by this Final Judgment.

9. There were four individuals who raised objections to the Settlement. Having reviewed those objections and considered the arguments of counsel appearing at the Final Approval Hearing on behalf of the objectors, the Court overrules each objection.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED THAT:

10. The Settlement is finally approved as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members. The Parties are directed to implement and

consummate the Settlement according to its terms and conditions. The Parties and Settlement Class Members are bound by the terms and conditions of the Settlement.

11. The Settlement is hereby finally approved in all respects, and the Parties are hereby directed to perform its terms.

12. Other than as provided in the Settlement and this Order, the Parties shall bear their own costs and attorneys' fees.

13. Subject to the terms and conditions of the Settlement, this Court hereby enters a Final Judgment and dismisses the Action on the merits and with prejudice.

14. Upon the Effective Date of the Settlement, and in accordance with the release provisions set forth more fully therein, 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.

15. All Settlement Class Members are hereby permanently barred and enjoined 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.

16. Upon the Effective Date, the Settlement will be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members and Releasing Parties.

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

18. The Court awards to Class Counsel thirty-five (35) percent of the Settlement Fund (i.e. \$15,732,500.00) as a fair and reasonable attorneys' fee award, which shall include all attorneys' fees and reimbursable expenses associated with the Action. This amount shall be paid from the Escrow Account pursuant to the terms in the Settlement. 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.

19. The Court awards to each Class Representative an incentive award of \$10,000.00 for their time and effort serving the Settlement Class in this Action. This amount shall be paid from the Escrow Account pursuant to the terms in the Settlement.

20. 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 the Settlement if practicable. If not practicable, such payments shall be paid to the Illinois Bar Foundation as a *cy pres* recipient, consistent 735 ILCS 5/2-807(b).

21. Without affecting the finality of the Final Judgment for purposes of appeal, the Court retains 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 and the Final Judgment, and for any other necessary purpose.

IT IS SO ORDERED.

Judge Michael T. Mullen
OCT 08 2020
Circuit Court-2084

ENTERED: _____

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