

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS**

NANCY QUIROZ, SURYA VEERAVALLI,
and DANIEL GREENWALD, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

NORTHWESTERN UNIVERSITY,

Defendant.

Civil Action No. 1:20-cv-04798

Hon. Lindsay C. Jenkins

**ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs Nancy Quiroz, Surya Veeravalli, and Daniel Greenwald's ("Plaintiffs") Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion") in which Plaintiffs requested that the Court: (1) preliminarily approve the settlement on behalf of the Settlement Class according to the terms of the Agreement; (2) provisionally certify, for purposes of the settlement only, the Settlement Class; (3) preliminarily appoint Plaintiffs as Settlement Class Representatives; (4) preliminarily appoint (Eddie) Jae K. Kim and Tiffine E. Malamphy of Lynch Carpenter, LLP, Michael Tompkins of Leeds Brown Law, P.C., James A. Francis of Francis Mailman Soumilas, P.C., Yvette Golan of The Golan Law Firm, and Daniel A. Edelman of Edelman, Combs, Lattner & Goodwin, LLC, as Class Counsel to act on behalf of the Settlement Class and Plaintiffs with respect to the settlement; and (5) approve the Parties' proposed Notice Program, including approving Epiq Systems as the Settlement Administrator, and proposed schedule.

Having considered the Motion, and oral argument, the Court grants the Motion.

IT IS HEREBY ORDERED that:

1. This Order incorporates, as if fully set forth herein, the definitions contained in the Agreement entered by the Parties.

2. This Court has jurisdiction over Plaintiffs and Defendant in the above-captioned case.

3. The Court finds that, solely for the purposes of settlement, the requirements of Federal Rules of Civil Procedure 23(a) and 23(b)(3) have been met, specifically:

- a. The Settlement Class is so numerous that joinder of all members is impracticable;
- b. There are questions of law and fact common to the Settlement Class based upon the claims raised in the Action;
- c. Plaintiffs' claims are typical of the claims of the Settlement Class;
- d. Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class; and
- e. Common questions of law and fact predominate over any individualized questions, and a class action is the superior method of adjudicating this Action.

4. The Court provisionally certifies the following Settlement Class for settlement purposes only:

All full-time students enrolled in degree-conferring programs at Northwestern University campuses in the United States for Spring 2020, Summer 2020 and/or Fall 2020 quarters or terms, and whose tuition was not fully funded by Northwestern in any of the respective quarters or terms (Spring 2020, Summer 2020, or Fall 2020) in which they were thereby enrolled. Excluded from the Settlement Class are (1) any District Judge or Magistrate Judge presiding over this Action and members of their families; (2) the Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (4) the legal representatives, successors or assigns of any such excluded persons.

5. The Court finds that the Agreement on its face appears to have been negotiated at arm's-length and further finds that the terms of the Agreement are within the range of a fair,

reasonable, and adequate settlement between the Settlement Class and Defendant under the totality of the circumstances. Therefore, the Court preliminarily approves the Agreement and directs the Parties to the Agreement to perform and satisfy the terms and conditions of the Agreement that are triggered by such preliminary approval.

6. Plaintiffs are hereby appointed as Settlement Class Representatives.

7. (Eddie) Jae K. Kim and Tiffine E. Malamphy of Lynch Carpenter, LLP; Michael Tompkins of Leeds Brown Law, P.C.; James A. Francis of Francis Mailman Soumilas, P.C.; Yvette Golan of The Golan Law Firm; and Daniel A. Edelman of Edelman, Combs, Lattner & Goodwin, LLC, are appointed as Class Counsel to act on behalf of the Settlement Class and Settlement Class Representatives with respect to the settlement.

8. Plaintiffs will file a Motion for Final Approval no later than thirty (30) days after the Notice Response Deadline and will file a Motion for an Attorneys' Fees and Costs Award and Service Awards no later than thirty (30) days after the Notice Response Deadline.

9. In the Motion for Final Approval, Plaintiffs will notify the Court as to whether there were any objections, opt-outs, or Class Members who indicated that they intend to appear at the Final Approval Hearing.

10. The Court approves the form of the proposed Notices in the exhibits to the Agreement. The Notices reasonably inform the Settlement Class of the essential features of the Action, the terms of the proposed settlement, and their rights with respect thereto. Under the circumstances, the Notice program constitutes the best practicable way to inform the Settlement Class of the settlement and satisfies the requirements of the Federal Rules of Civil Procedure and Due Process.

11. The Court appoints Epiq Systems as the Settlement Claims Administrator.

Plaintiffs are hereby directed to require the Settlement Claims Administrator to distribute Notice, in accordance with the Agreement, on a date no later than thirty (30) days after receiving the Class List from Defendant. Furthermore, the Settlement Claims Administrator is directed to establish and maintain the Settlement Website in conformity with the Agreement.

12. Defendant shall provide the Class List to the Settlement Claims Administrator within fourteen (14) days of this Order.

13. The Settlement Claims Administrator shall email a copy of the Notice to all Class Members for whom the Settlement Claims Administrator has an email address and mail a copy of the Notice to all Class Members for whom the Settlement Claims Administrator does not have a valid email address. The payment Election Form may be included as a link to email notice or attached to mailed notice.

14. Class Members may elect to opt out of the settlement. To do so, any such person must mail, via First Class United States Mail, postage prepaid, a written, signed statement stating you wish to opt out (“Opt-out Statement”) to the Settlement Claims Administrator. In order to be valid, the Opt-out Statement must include their name, address, and telephone number, and a statement indicating their intention to opt-out. To be effective, an Opt-out Statement must be postmarked by United States Postal Service on or before the Notice Response Deadline. Class Members who submit a timely and valid request for exclusion from the Settlement Class shall not participate in and shall not be bound by the Agreement. Members of the Settlement Class who do not timely and validly opt out of the Settlement Class in accordance with the Notice shall be bound by all determinations and judgments in the Action concerning the Agreement.

15. Any Class Member who does not opt out of the Settlement can object to the Agreement. To do so, any such person must mail their objection to the Settlement Claims

Administrator via First Class Mail, postage pre-paid, and postmarked by the United States Postal Service on or before the Notice Response Deadline. The statement must include: (1) the objector's name, address, and telephone number; (2) an explanation of the basis upon which the objector claims to be a Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) 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; (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules); (6) copies of any papers, briefs, declarations, affidavits, or other documents upon which the objection is based; (7) a detailed list of any other objections submitted by the Class Member, or his/her counsel, to any class actions submitted in any state or federal court in the United States in the previous five years (or affirmatively stating that no such prior objection has been made); and (8) the objector's signature, in addition to the signature of the objector's attorney (if any)—an attorney's signature alone shall not be deemed sufficient to satisfy this requirement.

16. Class Members must respond to the Notice by the Notice Response Deadline, which is (i) thirty (30) days from the date of the initial mailing and/or e-mailing of the Notice or (2) forty-five (45) days if the Class Member is experiencing extenuating circumstances, or as otherwise set by the Court.

17. Any Class Member who does not submit a written objection to the Agreement, or to Class Counsel's application for attorneys' fees, costs, administration costs, and Service Awards for the Class Representatives, in accordance with the procedure set forth in the Agreement and in this Order, shall be deemed to have waived his or her objections and forever be barred from making

any such objections in the Action or in any other Action or proceeding concerning the Released Claims.

18. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn, continue, or reconvene the Final Approval Hearing without further notice to the Settlement Class, and the Court may consider and grant final approval of the Agreement, with or without minor modifications and without further notice to the Class.

19. In the event that the settlement is not finally approved by the Final Approval Order (as that term is defined in the Agreement) in complete accordance with the terms of the Agreement then this Preliminary Approval Order shall be rendered null and void and be vacated, and the Agreement shall be rendered null and void.

20. The Court retains continuing jurisdiction over the Parties and the Action to consider all further applications arising out of or connected with the proposed Agreement.

21. A Final Approval Hearing shall be scheduled before this Court at 10:00 AM on May 19, 2026. The Settlement Claims Administrator shall post information about the Final Approval Hearing on the Settlement Website, and any interested persons should check the Settlement Website for any changes to the date of the Final Approval Hearing or the manner in which it will be held.

WHEREFORE, for the reasons set forth herein, Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED**.



Date: 1-8-2026

By: _____
Hon. Lindsay C. Jenkins