

**IN THE CIRCUIT COURT OF SANGAMON COUNTY, ILLINOIS  
SEVENTH JUDICIAL CIRCUIT**

LAUREN BRAND and JANIELLE DAWSON,  
individually and on behalf of all others similarly  
situated,

Plaintiffs,

v.

THE UNIVERSITY OF PHOENIX, INC.,

Defendant.

Case No. 2026LA000170

Judge Gail L. Noll

**FILED**

SEP 22 2026

*Joseph B. Poeschl* 7  
Clerk of the  
Circuit Court

**UNOPPOSED ORDER GRANTING PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT AGREEMENT, CERTIFYING SETTLEMENT  
CLASS, APPOINTING CLASS REPRESENTATIVES, APPOINTING CLASS  
COUNSEL, AND APPROVING NOTICE PLAN**

WHEREAS, a class action is pending before the Court entitled *Brand v. The University of Phoenix, Inc.*, 2026LA000170; and

WHEREAS, Plaintiffs Lauren Brand and Janielle Dawson and Defendant The University of Phoenix, Inc. have entered into a Class Action Settlement Agreement, which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant upon the terms and conditions set forth therein (the "Settlement Agreement"), and the Court, having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the Parties, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. The terms and phrases in this Order shall have the same meaning as ascribed to them in the Settlement Agreement.

2. Plaintiff has moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice, and the Court, having read and considered the Settlement Agreement and having heard the Parties and being fully advised in the premises, hereby preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval Hearing referred to in paragraph 5 of this Order.

3. This Court finds that it has jurisdiction over the subject matter of this action and over all Parties to the Action.

4. The Court finds that, subject to the Final Approval Hearing, the Settlement Agreement is fair, reasonable, and adequate, within the range of possible approval, and in the best interests of the Settlement Class set forth below. The Court further finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides substantial relief to the Settlement Class without the risks, burdens, costs, or delay associated with continued litigation, trial, and/or appeal. The Court also finds that the Settlement Agreement: (a) is the result of arm's-length negotiations between experienced class action attorneys; (b) is sufficient to warrant notice of the settlement and the Final Approval Hearing to be disseminated to the Settlement Class; (c) for settlement purposes only, meets all applicable requirements of law, including 735 ILCS 5/2-801 to 807; and (d) is not a finding or admission of liability by the Defendant or any other person, nor a finding of the validity of any claims asserted in the Action or of any wrongdoing or any violation of law.

### **Final Approval Hearing**

5. The Final Approval Hearing shall be held before this Court on November 20, 2026, ~~2026~~ at 9:30 a.m. via Zoom (Meeting ID: 269 739 8957; password 903784) to determine: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees, costs, and expenses to Class Counsel; and (d) whether to approve the payment of a service award to each of the Class Representatives. The Court may adjourn the Final Approval Hearing without further notice to members of the Settlement Class.

6. Class Counsel shall file papers in support of their Fee Award and Class Representatives' Service Awards (collectively, the "Fee Petition") with the Court on or before October 22, 2026.

7. Papers in support of final approval of the Settlement Agreement and any supplementation of the Fee Petition shall be filed with the Court on or before November 16, 2026.

### **Certification of the Settlement Class**

8. For purposes of settlement only: (a) Scott R. Drury of Drury Legal, LLC and Joshua D. Arisohn of Arisohn LLC are appointed Class Counsel for the Settlement Class; and (b) Plaintiffs Lauren Brand and Janielle Dawson are named Class Representatives. The Court finds that the attorneys are competent and capable of exercising the responsibilities of Class Counsel and that Plaintiffs will adequately protect the interests of the Settlement Class defined below.

9. For purposes of settlement only, the Court conditionally certifies the following Settlement Class as defined in the Settlement Agreement:

[A]ll individuals in the United States who were enrolled at The University of Phoenix from April 1, 2023 to and through the date on which class notice is

disseminated, as well as all individuals in Illinois who were enrolled at The University of Phoenix from April 1, 2020 to and through the date on which class notice is disseminated. Excluded from the Class is any entity in which Defendant has a controlling interest, officers or directors of Defendant, and the judge presiding over the Action as well as his or her immediate family members.

10. The Court finds, subject to the Final Approval Hearing referred to in Paragraph 5 above, that the Settlement Agreement is fundamentally fair, adequate, and reasonable, and, solely within the context of and for the purposes of settlement only, that the Settlement Class satisfies the requirements of 735 ILCS 5/2-801, specifically, that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of fact and law common to the Settlement Class (*e.g.*, whether Defendant unlawfully procured third parties to intercept its students' communications while using Defendant's websites); (c) the claims of the Class Representatives are typical of the claims of the members of the Settlement Class; (d) the Class Representatives and Class Counsel will fairly and adequately protect the interests of the members of the Settlement Class; (e) common questions of law or fact predominate over questions affecting individual members; and (f) a class action is a superior method for fairly and efficiently adjudicating the Action.

11. If the Settlement Agreement does not receive the Court's final approval, or if final approval is reversed on appeal, or if the Settlement Agreement is terminated or otherwise fails to become effective, the Court's grant of class certification shall be vacated, and the Class Representatives and the Settlement Class will once again bear the burden of establishing the propriety of class certification. In such case, neither the certification of the Settlement Class for settlement purposes, nor any other act relating to the negotiation or execution of the Settlement Agreement shall be considered a factor in connection with any class certification issue(s).

### **Notice and Administration**

12. The Court approves, as to form, content, and distribution the Notice Plan set forth in the Settlement Agreement, including the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B and C, thereto. The Court finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of 735 ILCS 5/2-803. The Court also finds that the Notice constitutes valid, due, and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, apprise members of the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this Action. The Parties, by agreement, may revise the Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

13. The Court approves the request for the appointment of Simpluris as Settlement Administrator of the Settlement Agreement.

14. Pursuant to Paragraph 4.1 of the Settlement Agreement, the Settlement Administrator is directed to publish the Notice and Claim Form on the Settlement Website and to send direct notice via email in accordance with the Notice Plan called for by the Settlement Agreement. The Settlement Administrator shall also maintain the Settlement Website to provide certain information about the Settlement and allow for the filing of claims online.

### **Submission of Claims and Requests for Exclusion from Class**

15. Members of the Settlement Class who wish to receive benefits under the Settlement Agreement must complete and submit a timely and valid Claim Form(s) in accordance with the instructions contained therein. All Claim Forms must be submitted through the Settlement Website or postmarked no later than thirty (30) days from the Notice Date.

16. Any person falling within the definition of the Settlement Class may, upon valid and timely request, exclude themselves or “opt out” from the Settlement Class. Any such person may do so if, on or before the Exclusion Deadline of November 5, 2026, they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Class so excluded shall not be bound by the terms of the Settlement Agreement, entitled to any of its benefits, or be entitled to object to any aspect of the Settlement Agreement.

17. Any members of the Settlement Class who elect to exclude themselves or “opt out” of the Settlement Agreement must file a written request with the Settlement Administrator, received or postmarked no later than the Exclusion Deadline. The request for exclusion must comply with the exclusion procedures set forth in paragraph 4.5 of the Settlement Agreement and Notice and include the Settlement Class Member’s: (a) full name and address; (b) signature; (c) the name and number of the case; and (d) a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. Each request for exclusion must be submitted individually. So called “mass” or “class” opt-outs shall not be allowed.

18. Individuals who opt out of the Settlement Class relinquish all rights to benefits under the Settlement Agreement and will not release their claims. However, members of the Settlement Class who fail to submit a valid and timely request for exclusion shall be bound by all

terms of the Settlement Agreement and the Final Judgment, regardless of whether they have requested exclusion from the Settlement Agreement.

### **Appearances and Objections**

19. Any members of the Settlement Class may object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to a Final Judgment being entered dismissing the Action with prejudice in accordance with the terms of the Settlement Agreement, or to the attorneys' fees and expense reimbursement sought by Class Counsel in the amounts specified in the Notice, or to the service awards to the Class Representatives as set forth in the Notice and Settlement Agreement.

20. To object, members of the Class must sign and file a written objection no later than the Objection Deadline. To be valid, the objection must comply with the objection procedures set forth in paragraph 4.3 of the Settlement Agreement and Notice, and must be in writing, which must be personally signed by the objector, and must include: (a) the objector's name and address; (b) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (c) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (d) 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 (the "Objecting Attorneys"); (e) 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), and (f) a statement indicating whether the Settlement Class Member has previously received any payment in exchange for his or her making an objection to a class action settlement.

21. Members of the Class who fail to file and serve timely written objections in compliance with the requirements of the preceding paragraph and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement or to any of the subjects listed in paragraph 5, above, *i.e.*: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a judgment and order of dismissal with prejudice should be entered; (c) whether to approve the payment of attorneys' fees and expenses to Class Counsel; and (d) whether to approve the payment of a service award to each of the Class Representatives.

22. To be valid, objections by Settlement Class Members must be filed with the Clerk of Court, or alternatively, through the Court's electronic filing system. Copies of such papers shall also be sent by mail, hand delivery, or overnight delivery service to Class Counsel, Defendant's Counsel and the Settlement Administrator.

### **Further Matters**

23. All further proceedings in the Action are ordered stayed until Final Judgment or termination of the Settlement Agreement, whichever occurs earlier, except for those matters necessary to obtain and/or effectuate final approval of the Settlement Agreement.

24. Members of the Settlement Class shall be bound by all determinations and judgments in the Action concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

25. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement. The Court may approve the Settlement Agreement, with such modifications as agreed to by the Parties, without further notice to the Class.

26. Any Settlement Class Member who excludes himself or herself from the Settlement Class or does not submit a valid claim form by the Claims Deadline: (a) shall be forever barred from participating in any distributions pursuant to the Settlement Agreement; (b) shall be bound by the provisions of the Settlement Agreement and all proceedings, determinations, orders and judgments in the Action relating thereto, including, without limitation, the Final Judgment, and the Releases provided for therein, whether favorable or unfavorable to the Settlement Class; and (c) shall forever be barred and enjoined from directly or indirectly filing, commencing, instituting, prosecuting, maintaining, or intervening in any action, suit, cause of action, arbitration, claim, demand, or other proceeding in any jurisdiction, whether in the United States or elsewhere, on their own behalf or in a representative capacity, that is based upon or arises out of any or all of the Released Claims against the Defendant and the other Released Parties, as more fully described in the Settlement Agreement.

27. If the Settlement Agreement is not approved by the Court in complete accordance with its terms, each party will have the option of having the Action revert to its status as if the Settlement Agreement had not been negotiated, made, or filed with the Court. In such event, the Parties will retain all rights as if the Settlement Agreement was never agreed upon.

28. In the event that the Settlement Agreement is terminated pursuant to the provisions of the Settlement Agreement or for any reason whatsoever the approval of it does not become Final then: (a) the Settlement Agreement shall be null and void, including any provision related to the award of attorneys' fees, and shall have no further force and effect with respect to any party in this

Action, and shall not be used in this Action or in any other proceeding for any purpose; (b) all negotiations, proceedings, documents prepared, and statements made in connection therewith, shall be without prejudice to any person or party hereto, shall not be deemed or construed to be an admission by any party of any act, matter, or proposition, and shall not be used in any manner or for any purpose in any subsequent proceeding in this Action or in any other action in any court or other proceeding, provided, however, that the termination of the Settlement Agreement shall not shield from subsequent discovery any factual information provided in connection with the negotiation of this Settlement Agreement that would ordinarily be discoverable but for the attempted settlement; and (c) other than as expressly preserved by the Settlement Agreement in the event of its termination, the Settlement Agreement shall have no further force and effect with respect to any party and shall not be used in the Action or any other proceeding for any purpose.

IT IS SO ORDERED, this 25<sup>th</sup> day of Sept, 2026



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The Honorable Gail L. Noll