

**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
FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

This matter is before the Court on Plaintiffs Nancy Quiroz, Surya Veeravalli, and Daniel Greenwald's ("Plaintiffs") Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys' Fees, Costs, and Service Awards ("Motion") in which Plaintiffs requested that the Court: (1) approve the settlement on behalf of the Settlement Class according to the terms of the Agreement; (2) certify, for purposes of the settlement only, the Settlement Class; (3) 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, Lattuner & Goodwin, LLC, as Class Counsel to act on behalf of the Settlement Class and Plaintiffs with respect to the settlement; and (5) approve the request for service awards, costs, and attorneys' fees.

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 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 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 final 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, Lattuner & 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. The Court finds the Notices and related notice program constituted reasonable notice, was reasonably calculated under the circumstances to apprise the Settlement Class of their rights regarding the Settlement, and met all applicable requirements of due process, the Federal Rules of Civil Procedure, and any other applicable law.

9. The Court finds that Settlement Class Members have been provided with the best notice practicable of the Settlement under the circumstances and that such notice fully satisfies all requirements of law and due process.

10. After thoroughly considering the briefing and arguments of the parties and considering the factors required by Rule 23 and the Seventh Circuit, this Court concludes that this Settlement is fair, reasonable, and adequate, consistent and in compliance with all requirements of due process and applicable law and in the best interests of all Parties, and the Court grants final approval to the Settlement.

11. Specifically, the Court determines that (a) Plaintiffs and Class Counsel have adequately protected the Settlement Class, (b) the Settlement was negotiated at arm's length, (c) the relief to the Settlement Class is adequate, taking into account: (i) the costs, risks and delay of

trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class; (iii) the terms of the proposed award of attorneys' fees, including the timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3) of the Federal Rules of Civil Procedure, and (d) the Settlement treats Settlement Class Members equitably relative to each other. Accordingly, the Court finds the Settlement to be fair, reasonable, and adequate. The Court expressly finds that the Settlement is the result of extended, arm's-length negotiations among experienced counsel, including with the aid of respected class action mediator Judge Morton Denlow (Ret.), and is non-collusive.

12. The Parties have represented that no agreements exist between the Parties aside from those referred to in the Settlement or otherwise submitted to the Court.

13. The Court finds that the Settlement Agreement is in all respects fair, reasonable, adequate and in the best interest of the Settlement Class.

14. The Court directs the Parties and their counsel to implement and consummate the Settlement Agreement in accordance with its terms and provisions.

15. The Court may "award reasonable attorney's fees and nontaxable costs that are authorized by law or by the parties' agreement." Fed. R. Civ. P. 23(h). Class Counsel requested \$1,332,000 in fees. Having reviewed the motion for fees and supporting documentation, the Court finds the fee request supported and reasonable.

16. Class Counsel also seek reimbursement of \$49,350.62 in out-of-pocket expenses advanced for the Settlement Class. Counsel submitted documentation supporting the requested costs, which showed they were appropriate expenditures on behalf of the Settlement Class and are of the type that are recoverable. The Court approves the request.

17. Class Counsel also request a \$45,000.00 Service Award for Plaintiffs, to be split

equally. Here, Plaintiff initiated litigation and negotiated an arm's-length Settlement that benefits thousands of Settlement Class Members who otherwise would not or may not receive any relief. The Court concludes that the requested Service Award is appropriate for Plaintiffs.

18. The Settlement Administrator received seven requests for exclusions. Those individuals who submitted requests for exclusions to the Settlement Administrator are excluded from the Settlement Class.

19. The Court adjudges that in consideration of the Settlement and as set forth in the Settlement Agreement, the Releasing Parties have conclusively and forever compromised, settled, dismissed and released any and all Released Claims against the Released Parties.

20. The Court dismisses the Action now pending before the Court on the merits and with prejudice and without fees or costs except as provided herein. The Court orders the entry of, and enters, this Final Order and Judgment on all claims, counts, and causes of action alleged in this Action by Plaintiffs on behalf of themselves and the Settlement Class. In entering this Final Order and Judgment with the provisions stated herein and other limiting provisions, this Court specifically refers to and invokes the Full Faith and Credit Clause of the United States Constitution and the doctrine of comity, and requests that any court in any other jurisdiction reviewing, construing, or applying this Final Order and Judgment implement and enforce its terms and limitations in their entirety.

21. The Court has and retains personal jurisdiction over Plaintiffs and all Settlement Class Members and has subject matter jurisdiction to approve this Settlement and Settlement Agreement and all exhibits thereto. Without affecting the finality of this Final Order and Judgment in any way, this Court reserves jurisdiction over Northwestern, Plaintiffs, Class Counsel and the Settlement Class Members as to all matters relating to the administration, consummation,

enforcement and interpretation of the terms of the Settlement Agreement and Final Order and Judgment and for any other necessary purposes.

22. Under Rule 54 of the Federal Rules of Civil Procedure, the Court finds that there is no reason for delay in the entry of this Final Order and Judgment as a final order and final judgment, and the Court further expressly directs the Clerk of the Court to file this Final Order and Judgment as a final order and final judgment.

SO ORDERED.

Date: August 7, 2026


By: _____
Hon. Lindsay C. Jenkins