

**IN THE CIRCUIT COURT OF KNOX COUNTY, ILLINOIS
NINTH JUDICIAL DISTRICT**

JANE DOE, *et al.*, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

KNOX COLLEGE,

Defendant.

FILED
Knox Co. Circuit Court
9th Judicial Court
Date: 9/21/2023 1:56 PM
Mary Ostrander
2023LA9

Civil Action No. 2023LA9

JURY TRIAL DEMANDED

**[PROPOSED] ORDER GRANTING UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT AGREEMENT**

This matter came before the Court on Plaintiffs Jane Doe, Rachael Morrissey, Le’Andra Mosely, and Catherine Peck’s (“Plaintiffs” or “Class Representatives”) Unopposed Motion for Preliminary Approval of Class Settlement Agreement (“Motion”). Plaintiffs, individually, and on behalf of the proposed Settlement Class, and Knox College. (“Defendant,” and together with Plaintiffs, the “Parties”) have entered into a Settlement Agreement (the “Settlement Agreement”) that settles the above-captioned litigation.

On January 20, 2023, Plaintiff Jane Doe filed a Class Action Complaint against the Defendant in the United States District Court for the Central District of Illinois, Case No. 4:23-cv-04012-SLD-JEH (“Does Class Action”). On February 2, 2023, Rachael Morrissey filed a Complaint, and then a First Amended Class Action Complaint, against Defendant in the same court, Case No. 4:23-cv-04019-SLD-JEH. On February 3, 2023, Le’Andra Mosley filed a Class Action Complaint against the Defendant in the same court, Case No. 4:23-cv-04023-SLD-JEH. These three actions were subsequently consolidated into the Doe Class Action.

Plaintiffs alleged that Knox College had its IT system breached in a November 2022

Incident that resulted in an unauthorized third party accessing the unencrypted and unredacted names, dates of birth, addresses, driver's license numbers, passport numbers, and Social Security numbers ("Private Information") of current and former students and employees, applicants, and family members of students and applicants, of Knox College.

Following arms-length negotiations, the Parties negotiated a settlement with the assistance of Hon. Morton Denlow (ret.) at a mediation on April 24, 2023, by which the Parties agree and to resolve all matters pertaining to, arising from, or associated with the Litigation. After the mediation, the consolidated Doe Class Action was voluntarily dismissed and Plaintiffs Jane Doe, Rachel Morrissey, Le'Andra Mosley, and Catherine Peck ("Plaintiffs" or "Settlement Class Representatives" refiled a Class Action Complaint in the Circuit Court of Knox County, Illinois, Ninth Judicial District, Case No. 2023LA9 ("Litigation").

Having reviewed the Settlement Agreement, including the exhibits attached thereto, and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as set forth herein.¹ This Order is based on 735 ILCS 5/2-801 through 806.

1. **Class Certification for Settlement Purposes Only.** For settlement purposes only and pursuant to 735 ILCS 2-801, the Court conditionally certifies the Settlement Class in this matter defined as follows:

All individuals whose Private Information was compromised or potentially compromised in the Data Security Incident disclosed by Knox beginning in January 2023.

Excluded from the Settlement Class are:

(1) the judge presiding over this Action, and members of their direct families; (2)

¹ Unless otherwise indicated, capitalized terms used in this [Proposed] Preliminary Approval Order Granting Unopposed Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order") have the same meaning as in the Settlement Agreement.

the Defendant, its 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, and directors; and (3) Settlement Class Members who submit a valid Request for Exclusion prior to the Opt-Out Deadline.

The Court conditionally finds, for settlement purposes only, that: (1) the Settlement Class is so numerous that joinder of all members is impracticable, (2) there are questions of law or facts common to the Settlement Class, (3) the claims or defenses of the Class Representatives are typical of the claims or defenses of the Settlement Class, (4) the Class Representatives and Settlement Class Counsel will fairly and adequately assert and protect the interests of the Settlement Class under the criteria set forth in 735 ILCS 2-801, and a class action provides a fair and efficient method of adjudication of the controversy.

2. **Class Representatives and Settlement Class Counsel.**

Jane Doe, Rachael Morrissey, Le'Andra Mosely, and Catherine Peck are hereby designated and appointed as the Class Representatives. The Court provisionally finds that the Class Representatives are similarly situated to absent Settlement Class Members and therefore typical of the Class and that they will be adequate Class Representative.

The Court finds that the following counsel is experienced and adequate counsel and is hereby provisionally designated as Settlement Class Counsel: Milberg Coleman Bryson Phillips Grossman, PLLC, Turke & Strauss LLP, and Wolf Haldenstein Adler Freeman & Herz, LLC.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court concludes and finds that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes to warrant providing Notice of the Settlement to the Settlement Class and accordingly the proposed Settlement is preliminarily approved.

4. **Jurisdiction.** The Court concludes that it has subject matter jurisdiction and personal jurisdiction over the Parties before it for the purposes of the Settlement. Additionally,

venue is proper in this Court.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on January 19th, 2023 at 11:00 o'clock a.m. at 200 South Cherry St., Galesburg, Illinois, to determine, among other things, whether: (a) this matter should be finally certified as a class action pursuant to 735 ILCS 2-801; (b) the Settlement Agreement between the Parties should be finally approved; (c) the Settlement and Settlement Agreement should be finally approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; (d) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (e) Settlement Class Members (except those who have timely and valid requests for exclusion from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (f) Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Awards should be granted; (g) Milberg Coleman Bryson Phillips Grossman, PLLC, Turke & Strauss LLP, and Wolf Haldenstein Adler Freeman & Herz, LLC should be finally appointed as Settlement Class Counsel; and (h) Jane Doe, Rachael Morrissey, Le'Andra Mosely, and Catherine Peck should be finally appointed as Class Representative.

Plaintiffs' Motion for Final Approval of the Class Action Settlement shall be filed with the Court fourteen (14) days before the date of the final approval hearing, and Plaintiffs' Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Class Representatives shall be filed with the Court at least fourteen (14) Days prior to the deadline for Settlement Class Members to opt-out of or object to the Settlement.

6. **Administration.** The Court appoints Kroll as the Settlement Administrator, with responsibility for the Notice Program and Claims Administration and to fulfill the duties of the Settlement Administrator set forth in the Settlement Agreement. Notice and Claims Administration Costs, including, but not limited to, the Settlement Administrator's fees, as well as the costs

associated with the provision of notice to the Settlement Class Members and administration of the Settlement, shall be paid from the Settlement Fund.

7. **Notice to the Class.** The proposed Notice Program set forth in the Settlement Agreement, including the Short Form Notice and the Long Notice, which are attached to the Settlement Agreement as **Exhibits A and F**, satisfy the requirements of 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws, and constitute reasonable notice of the commencement of the action, provide a fair recital of the subject matter and proposed terms of the Settlement, provide Settlement Class Members with details regarding how to request exclusion from or to object to the Settlement Agreement, and are hereby approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator and Defendant are directed to carry out the Notice Program in conformance with the Settlement Agreement.

Within thirty-five (35) days of the date that Defendant provides a list of Settlement Class Members to the Settlement Administrator (the “Notice Date”), the Settlement Administrator shall send the Notice in **Exhibit A** to all Settlement Class Members by post-card notice or, for those individuals which mail addresses are unknown, any other reasonable means practicable which may include email if email addresses are known.

8. **Findings and Conclusions Concerning Notice.** The Court finds that the form, content, and method of giving notice to the Settlement Class as described in this Preliminary Approval Order and the Settlement Agreement (including the exhibits thereto) constitutes reasonable notice of the commencement of the action to the Settlement Class pursuant to 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws. Specifically, the Notices (both Short Form and Long Form in **Exhibits A and F**) themselves are

clear and straightforward. They define the Settlement Class; clearly describe the options available to class members and the deadlines for taking action; describe the essential terms of the Settlement, including a description of the subject matter and the proposed terms of the Settlement, including a summary of the monetary or other benefits the class would receive; disclose the requested Service Award for the Class Representatives, as well as the amount that Settlement Class Counsel intends to seek in fees, costs, and expenses; describe procedures for making claims, objections, and requesting exclusion; provide information that will enable Settlement Class Members to calculate their individual recovery; describe the date, time, and place of the Final Fairness Hearing; and prominently display the address and phone number of Settlement Class Counsel and the Settlement Administrator for Settlement Class Members to make further inquiry about the Settlement. Finally, direct mailing via email and U.S. mail, combined with publishing on the Settlement Website, is designed to be the best reasonable notice of the commencement of the action to reach the Settlement Class Members under the circumstances. The Court concludes that the Notice Program meets all applicable requirements of law pursuant to 735 ILCS 5-2/801, the United States Constitution, the Illinois Constitution, and other applicable laws.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must personally sign, and timely submit, complete, and mail a request for exclusion (“Opt-Out Request”) to the Settlement Administrator at the address in the Notice. To be effective, an Opt-Out Request must be postmarked *no later than the final date of the Opt-Out Period, which is the sixty (60)-Day period beginning upon the Notice Date.*

For the Opt-Out Request to be valid, it must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion”

or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

All Settlement Class Members who submit timely, valid Opt-Out Requests, shall receive no benefits or compensation under the Settlement Agreement, shall gain no rights from the Settlement Agreement, shall not be bound by the Settlement Agreement, and shall have no right to object to the Settlement or proposed Settlement Agreement or to participate at the Final Approval Hearing. An Opt-Out Request or other request for exclusion that does not fully comply with the requirements for requesting exclusion from the Settlement Class or that is not timely submitted or postmarked, or that is sent to an address other than that set forth in the Notice, will be invalid, and the person submitting such request will be treated as a Settlement Class Member and will be bound by the Settlement Agreement, including the Release contained therein, and any judgment entered thereon.

10. **Objections.** A Settlement Class Member who complies with the requirements of the Settlement Agreement may object to the Settlement and to Plaintiffs' Motion for Attorneys' Fees, Costs, and Service Award for the Class Representative.

No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless a written objection is sent to the Court ***by the Objection Deadline, which is no later than sixty (60) Days after the Notice Date***, as set forth in the Settlement Agreement and as specified in the Notice and must also include all of the information set forth in Paragraph 107 of the Settlement Agreement, which is as follows: (i) the case name and number; (ii) the objector's full name, current mailing address, and telephone number, and any email address; (iii) a signed statement by the objector that he or she believes they are a member of the Settlement Class and all

information and proof that the objector is a Settlement Class Member (e.g., copy of Notice, copy of original notice of the Data Incident, etc.); (iv) a statement of the specific grounds for the objection, as well as any documents supporting the objection; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the objector or his/her attorney intends to appear at the Final Approval Hearing; (vi) specify whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (vii) list all persons who will be called to testify at the Final Approval Hearing in support of the objection; (viii) a list, by case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement within the last three (3) years; (ix) a list, by case number, court, and docket number, of all other cases in which the objector has been named a plaintiff in any class action or served as a lead plaintiff or class representative and (x) the signature of the objector and his/her attorney..

Any Settlement Class Member who fails to comply in full with the requirements for objecting in the Settlement Agreement, the Notice, and any Court orders will forever waive and forfeit any and all rights he or she may have to raise any objection to the Settlement Agreement, will not be permitted to object to the approval of the Settlement at the Final Approval Hearing, will be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and will be bound by the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit.

11. **Claims Process and Settlement Administration.** Class Representatives and Defendant have created a process for assessing and determining the validity and value of claims and a payment methodology to Settlement Class Members who submit a timely, valid Claim Form. The Court preliminarily approves the plan for remuneration described in the Settlement Agreement

and directs that the Settlement Administrator effectuate the distribution of Settlement consideration according to the terms of the Settlement Agreement, should the Settlement be finally approved.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement, but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form, shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in that Settlement Agreement, and the Final Order and Judgment.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing as of the date of the execution of the Settlement Agreement, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Preliminary Approval Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if a Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or the certifiability of any class. Nor shall this Preliminary Approval

Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claim lacks merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claim he, she, or it may have in this Lawsuit or in any other lawsuit.

14. **Stay of Proceedings.** Except as necessary to effectuate this Preliminary Approval Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending the Final Approval Hearing and issuance of the Final Order and Judgment, or until such further order of this Court.

15. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator.

16. **Summary of Deadlines.** The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Preliminary Approval Order include, but are not limited to:

EVENT	DATE
<u>Grant of Preliminary Approval</u>	
Settlement Administrator provides W-9 to Knox	5 days after Preliminary Approval Order
Knox provides list of Settlement Class Members to the Settlement Administrator	7 days after Preliminary Approval Order
Settlement Website Created	Prior to Notice Date
Notice Date	35 days after Preliminary Approval Order

Class Counsel's Motion for Attorneys' Fee & Expenses and Class Representatives' Service Awards	14 days before Objection and Exclusion Deadlines
Objection Deadline	60 days after Notice Date
Opt-Out/Exclusion Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Settlement Administrator Provide List of Objections/Exclusions to Counsel and the Court	10 days after Opt-Out/Exclusion Deadline
Knox deadline to terminate Settlement Agreement (over 2% Opt-Outs)	7 days after Opt-Out list provided
Deadline to file Motion for entry of a Final Approval Order of Settlement	14 days after Claims Deadline
<u>Final Approval Hearing</u>	Scheduled by the court (120 days after Preliminary Approval Order at minimum)
<u>Final Approval</u>	
Effective Date	First day after all are satisfied: Settlement Agreement executed, Preliminary Approval Order entered, Notice provided, Final Approval Order & Final Judgment entered by court and become Final (i.e., 30 days thereafter, or after appeal is complete).
Settlement Administrator to provide status update on Claims	30 days after Effective Date (or 30 days after completion of Claims processing)
Payment of Attorneys' Fees and Expenses Class Representative Service Award	10 days after Effective Date
Settlement Administrator to provide enrollment instructions for Credit Monitoring Services to Class Members who selected this benefits	30 days after Effective Date
Settlement Administrator to pay claims	60 days after Effective date (or the date when all Claims have been processed)
Settlement Website Deactivation	90 days after Effective Date

IT IS SO ORDERED this 19th day of September, 2023.

