

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
(ALEXANDRIA DIVISION)**

ANA RODRIGUEZ, on behalf of herself and
all others similarly situated,

Plaintiff,

vs.

STRATFORD UNIVERSITY, INC.,

Defendant.

Civil Action File No. 1:22-cv-01048-MSN-WEF

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

The Court having considered Plaintiff's Unopposed Motion for Preliminary Approval and related papers, and finding no just reason for delay in entry of this Order Granting Preliminary Approval of Class Action Settlement (the "Order" or "Preliminary Approval Order"), hereby Orders that:

PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT

1. The Settlement Agreement, which is attached to Plaintiff's Unopposed Motion for Preliminary Approval ("Motion for Preliminary Approval") as Exhibit 1, is incorporated fully herein by reference. The definitions used in the Settlement Agreement are adopted in this Order and shall have the same meaning ascribed in the Settlement Agreement.
2. The Court has jurisdiction over (a) the claims at issue in this lawsuit, (b) Plaintiff Ana Rodriguez ("Plaintiff"), individually and on behalf of all others similarly situated, and (c) Defendant Stratford University, Inc. ("Stratford" or "Defendant" and together with Plaintiff, the "Parties").
3. This Order is based on Federal Rule of Civil Procedure 23 ("Rule 23").

4. The Court finds that the Parties' Settlement as set forth in Exhibit 1 to Plaintiff's Motion for Preliminary Approval is fair, reasonable, and adequate, and falls within the range of possible approval, and was entered into after extensive, arm's-length negotiations, such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members, pursuant to Rule 23(e).

5. The Parties may make non-substantive revisions to the Settlement Agreement Exhibits without further order of the Court.

CLASS CERTIFICATION

6. For settlement purposes only, and pursuant to Federal Rule of Civil Procedure 23(c)(1)(b), the Court provisionally certifies the class, defined as follows:

All U.S. residents who were sent a direct notice of the Data Incidents by Stratford in January 2023.

7. The Settlement Class specifically excludes: (a) Stratford, and its former officers and directors; (b) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (c) the presiding judges, and their staff and family; (c) the Trustee; and (d) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incidents or who pleads *nolo contendere* to any such charge.

8. The Court provisionally finds, pursuant to Rule 23(a) and (b)(3), for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Representative's claims are typical of the claims of the Settlement Class; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class; (e) the questions of law or fact common to the Settlement Class Members predominate over any questions affecting only

individual members; and (f) that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy. Fed. R. Civ. P. 23(a)(1)- (4), (b)(3).

SETTLEMENT CLASS REPRESENTATIVE AND CLASS COUNSEL

9. Plaintiff Ana Rodriguez is hereby provisionally designated and appointed as the Class Representative. The Court provisionally finds that the Class Representative is similarly situated to absent Settlement Class Members and is typical of the Settlement Class, and therefore, will be an adequate Class Representative.

10. The Court finds that Nicholas A. Migliaccio and Jason S. Rathod of Migliaccio & Rathod LLP, and Matthew T. Sutter of Sutter & Terpak, PLLC, are experienced and adequate counsel and are provisionally designated as Settlement Class Counsel.

NOTICE TO SETTLEMENT CLASS

11. No later than thirty (30) business days after entry of the Preliminary Approval Order, Defendant shall deposit or cause to be deposited the total sum of Five Hundred Eighty Thousand Dollars and Zero Cents (\$580,000.00) into an interest-bearing account established and administered by the Settlement Administrator.

12. The Settlement Administrator shall disseminate the Short Notice to the Settlement Class Members as follows:

- a. The Settlement Administrator will send the Short Notice via U.S. mail, postage prepaid;
- b. For any Settlement Class Member for whom notice is returned as undeliverable, the Settlement Administrator shall re-mail the Short Notice to the forwarding address, if any, provided by the Postal Service on the face of the returned mail;
- c. For any Short Notices that are returned undeliverable without forwarding address information, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses (such as running the mailing address through the National Change of

Address Database) and re-mail the Short Notice to the extent an updated address is identified.

- d. The Settlement Administrator need only make one attempt to re-mail any Short Notices that are returned as undeliverable.
- e. Neither the Parties nor the Settlement Administrator shall have any other obligation to re-mail individual notices that have been mailed.

13. Also, by the Notice Date, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet. The Settlement Administrator shall create the Settlement Website at www.StratfordUniversityDataIncident.com (or a substantially similar website to be approved by the Parties). The Settlement Website shall contain information regarding how to submit Claim Forms (including submitting Claims Forms electronically through the Settlement Website) and relevant documents, including, but not limited to, the Long Notice, the Settlement Agreement, this Preliminary Approval Order, the Memorandum in Support of the Motion for Preliminary Approval, as well as the date, time, and place of the Final Approval Hearing. The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall further allow for submission of Claim Forms and Requests for Exclusion electronically through the Settlement Website. The Claim Form will be posted in PDF format as well as in a user-friendly format allowing filling out of the forms online.

14. The Claim Form, Short Notice, and Long Notice, attached as Exhibits A, B, and C, respectively, to the Settlement Agreement, are constitutionally adequate and are hereby approved. The Notice contains all essential elements required to satisfy federal statutory requirements and due process under Rule 23(c)(2)(b), the United States Constitution, and other applicable laws. The Court further finds that the form, content, and method of providing the Settlement Class Notice, as described in the

Settlement Agreement, including the exhibits thereto, (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the Settlement Agreement, their rights under the Settlement Agreement, including, but not limited to, their rights to object to or exclude themselves from the settlement; and (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members.

15. The Notice Program set forth in the Settlement Agreement and described herein satisfies the requirements of Rule 23(c)(2)(B), provides the best notice practicable under the circumstances, and is hereby approved.

16. The Settlement Administrator is directed to carry out Notice and the Notice Program, as set forth in the Settlement Agreement.

17. Settlement Class Members who seek to be excluded from the Settlement Class must notify the Settlement Administrator in writing, postmarked no later than sixty (60) days after the Notice Date (the "Opt-Out Date"). Any Settlement Class Member may submit a request for exclusion from the Settlement at any time before the Opt-Out Date. To be valid, the request for exclusion must be postmarked or received by the Settlement Administrator on or before the Opt-Out Date. Any person who elects to request exclusion from the Settlement Class shall not: (i) be bound by any orders or Judgment entered in the Litigation, (ii) be entitled to relief under the Settlement Agreement, (iii) gain any rights by virtue of the Settlement Agreement, or (iv) be entitled to object to any aspect of the Settlement Agreement. Requests for exclusion may only be made on an individual basis, and no person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

18. Settlement Class Members may enter an appearance in the Litigation, at their own expense, individually or through counsel of their own choice. Any Class Members who do not enter an appearance will be represented by Class Counsel. A Settlement Class Member who wishes to object to the settlement benefits, the Service Award Request, and/or the Attorneys' Fee Award and Costs, or to

appear at the Final Approval Hearing and show cause, if any, for why the Settlement should not be approved as fair, reasonable, and adequate to the Class, why a final judgment should not be entered thereon, why the settlement benefits should not be approved, or why the Service Awards and/or the Fee Award and Costs should not be granted, may do so, but must proceed as set forth in the Settlement Agreement. No Class Member or other person will be heard on such matters unless they have filed in this Litigation an objection, together with any briefs, papers, statements, or other materials the Settlement Class Member or other person who wishes the Court to consider, within sixty (60) days of the Notice Date.

19. All written objections and supporting papers must clearly set forth the following: a) the objector's full name, address, telephone number, and e-mail address (if any); (b) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of notice, copy of original notice of the Data Incidents); (c) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (d) a statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (e) the identity of any and all counsel representing the objector in connection with the objection; (f) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (g) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative.

20. Any Settlement Class Member who does not make their objections in the manner and by the date set forth herein and in the Settlement Agreement shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order of the Court.

21. Without limiting the foregoing, any challenge to the Settlement Agreement, this Order Granting Preliminary Approval of the Class Action Settlement Agreement, and the Final Approval

Order and Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

ADMINISTRATION OF SETTLEMENT

22. The Class Representative, Settlement Class Counsel, and Stratford have created a process for assessing the validity of claims and a payment method to Settlement Class Members who submit timely, valid Claim Forms. The Court hereby preliminarily approves the settlement benefits to the Settlement Class and the plan for distributing the settlement benefits as described in Section 3.6 of the Settlement Agreement.

23. The Court appoints Angeion Group as Claims Administrator.

24. Settlement Class Members who qualify for settlement benefits and who wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement and Short and Long Notices.

25. If the Final Approval Order and Judgment are entered, all Settlement Class Members who fail to submit a claim in accordance with the requirements and procedures specified in the Settlement Agreement, and who do not timely exclude themselves from the Settlement Class, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Final Approval Order and Judgment.

FINAL APPROVAL HEARING

26. A Final Approval Hearing shall be held on Friday, May 30, 2025 at 10:00 a.m. at the United States District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314 in Courtroom 600. The Court may require or allow the Parties and any objectors to appear at the Final Approval Hearing either in person or by telephone or videoconference.

27. At the Final Approval Hearing, the Court will determine whether: (1) this action should be finally certified as a class action for settlement purposes pursuant to Rule 23(a)(1)-(4), (b)(3) & (c)(1)(b); (2) the settlement should be finally approved as fair, reasonable, and adequate; (3) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (4) Settlement Class Members should be bound by the Releases set forth in the Settlement Agreement; (5) Class Counsel's application for Attorneys' Fee Award and Costs should be approved; and (6) the Class Representative's request for a Service Award should be approved.

28. Class Counsel shall file a motion for Final Approval and Judgment of the Settlement and for Attorneys' Fee Award and Costs, and Class Representative's requests for a Service Award 21 days prior to the Final Approval Hearing.

29. If the settlement is not finally approved by the Court, the Parties are directed pursuant to the Settlement Agreement, to negotiate in good faith to attempt to revise the settlement as needed to obtain Court approval. Failing a mutually agreed upon revision, this 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. In such an event, Settlement Class Members, Settlement Class Representative and Class Counsel shall not in any way be responsible or liable for any expenses, including costs of notice and administration associated with the settlement or the Settlement Agreement, except that each Party shall bear its own attorneys' fees and costs.

30. In the event the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, the Court's orders, including this Order, shall not be used or referred to for any purpose whatsoever (except as necessary to explain the timing of the procedural history of the Litigation).

31. This order shall have no continuing force or effect if a Final Judgment is not entered and shall not be construed or used as an admission, concession, or declaration by Stratford of any fault, wrongdoing, breach, liability, or the certifiability of any class.

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

EVENT	DATE
Notice Date	No later than 30 days after entry of the Preliminary Approval Order
Deadline for Class Members to Opt-Out of Settlement	60 days from Notice Date
Deadline for Class Members to Object to Settlement	60 days from Notice Date
Deadline for Class Members to Submit Timely, Valid Claims for Monetary Relief	90 days from Notice Date
Deadline for Plaintiff to File Motion for Final Approval and Judgment	No later than 21 days before the Final Approval Hearing
Deadline for Plaintiff to File Motion for Attorneys' Fees, Expenses and Service Award for Class Representative	No later than 21 days before the Final Approval Hearing
Final Approval Hearing	May 30, 2025 at 10:00 a.m.

IT IS SO ORDERED.

