

Exhibit B

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN**

IN RE LANSING COMMUNITY
COLLEGE DATA BREACH
LITIGATION

Case No: 1:23-cv-00738-PLM

CLASS ACTION

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

Before the Court is Plaintiffs Ivory Whitby, Sameer Shah, Gabriel Banish, William Barber, Lindsay Luoma, and Chelsea Lee Ouimette (collectively, “Plaintiffs”) Unopposed Motion for Preliminary Approval of the Class Action Settlement (the “Motion”), brought individually and on behalf of those similarly situated. The Court, having considered the Motion, the supporting Brief, the Parties’ Settlement Agreement dated June 18, 2024 (the “Settlement Agreement,” which is attached to Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement as Exhibit C), including the proposed Long Form Notice, Short Form Notice, and Claim Form (Exhibits C, E, and A, respectively, to the Settlement Agreement); the pleadings and other papers filed in this Action; and the statements of counsel and the Parties, and for good cause shown, hereby grants the motion as follows:

Preliminary Approval of Settlement Agreement

1. Unless otherwise defined herein, all terms that are capitalized herein shall have the meanings ascribed to those terms in the Settlement Agreement.
2. This Court has jurisdiction over the Litigation, Plaintiffs, all Settlement Class Members, and Defendant Lansing Community College.
3. The Court finds that the proposed Settlement set forth in the Settlement Agreement is sufficiently fair, reasonable and adequate such that it is hereby preliminarily approved and notice of the Settlement should be provided to the Settlement Class Members and that a hearing shall be held as set forth below.

Class Certification

4. Solely for purposes of the Settlement, the Court conditionally certifies the following class pursuant to Fed. R. Civ. P. 23(a) and (b)(3) (“Settlement Class”):

All natural persons whose Personal Information was compromised in the Data Security Incident.

5. Excluded from the Settlement Class are: (1) the Judges presiding over the Action and members of their immediate families and their staff; (2) Lansing Community College, its subsidiaries, parent companies, successors, predecessors, and any entity in which Lansing Community College or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such

excluded natural person.

6. Subject to final approval of the Settlement, the Court finds and concludes, for settlement purposes only, that the prerequisites to a class action, set forth in Fed. R. Civ. P. 23(a) and (b), are satisfied in that:

- a. the Settlement Class is so numerous that joinder of all members is impracticable;
- b. there are questions of law or fact common to the Settlement Class;
- c. Plaintiffs and Proposed Settlement Class Counsel (as defined below) fairly and adequately represent the Settlement Class;
- d. the claims of Plaintiffs are typical of those of Settlement Class Members;
- e. common issues predominate over any individual issues affecting the members of the Settlement Class;
- f. Plaintiffs fairly and adequately protect and represent the interests of all members of the Settlement Class, and Plaintiffs' interests are aligned with the interests of all other members of the Settlement Class; and
- g. settlement of the Litigation on a class-wide basis is superior to other means of resolving this matter.

7. The Court, subject to final approval, appoints Benjamin F. Johns of Shub & Johns LLC and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman LLC as Proposed Settlement Class Counsel, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

8. The Court, subject to final approval, hereby appoints Plaintiffs Ivory Whitby, Sameer Shah, Gabriel Banish, William Barber, Lindsay Luoma, and Chelsea Lee Ouimette as the Class Representatives, for settlement purposes only, on behalf of the Settlement Class.

Notice to Settlement Class Members

9. Pursuant to Federal Rule of Civil Procedure 23(e), the Court approves the Long Form Notice and the Short Form Notice (the “Settlement Notices”), attached to the Settlement Agreement as Exhibits C and E, respectively, and finds that the dissemination of the Settlement Notices substantially in the manner and form set forth in § 6 of the Settlement Agreement complies fully with the requirements of Federal Rule of Civil Procedure 23 and due process of law, and is the best notice practicable under the circumstances.

10. The Court further approves the Claim Form, attached as Exhibit A to the Settlement Agreement, which will be available to Settlement Class Members through the Settlement Website and by request.

11. The notice procedures described above and outlined more specifically in the Settlement Agreement are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement

Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

12. The Court hereby orders that, within fourteen (14) days of entry of this Order, Lansing Community College shall provide to the Settlement Administrator the Settlement Class Members' contact information that is currently in Lansing Community College's possession, including names and physical addresses.

13. No later than thirty (30) days from the date of this Order preliminarily approving the Settlement (the "Notice Date"), Proposed Settlement Class Counsel shall cause the Settlement Administrator to send the Short Notice via U.S. mail to each Settlement Class member and shall cause the Long Notice to be available on the Settlement Website, thereby making it accessible to the Settlement Class as stated in the proposed Notice Plan.

14. Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel and Lansing Community College shall cause to be filed with the Court an appropriate affidavit or declaration from the Settlement Administrator with respect to complying with the Notice Plan.

15. All costs incurred in connection with the Notice Plan, including but not limited to, the dissemination of the Settlement Notices and Claim Form to Settlement Class members, shall be paid from the Settlement Fund.

16. The Settlement Notices and Claim Form satisfy the requirements of due

process and of Rule 23(e) of the Federal Rules of Civil Procedure and thus are approved for dissemination to the Settlement Class. The Claim Form shall be made available to the Settlement Class as set forth in the Notice Plan and shall be made available to any potential Class Member that requests one.

Settlement Class Members' Responses and Scheduling Final Approval Hearing

17. Settlement Class Members may opt-out or object to the Settlement up to sixty (60) days from the Notice Date (the "Opt-Out Deadline").

18. Any member of the Settlement Class who wishes to be excluded ("opt out") from the Settlement Class must send a written request to the designated Post Office Box established by the Settlement Administrator postmarked on or before the Opt-Out Deadline. Members of the Settlement Class may not opt-out of the Settlement by submitting requests to opt-out as a group or class but must, in each instance, individually and personally sign and submit an opt-out request. All Settlement Class Members that opt-out of the Settlement will not be eligible to receive any benefits under the Settlement, will not be bound by any further orders or judgments entered for or against the Settlement Class, and will preserve their ability to independently pursue any claims they may have against Lansing Community College.

19. Any member of the Settlement Class who does not properly and timely opt-out of the Settlement shall, upon entry of the Order and Final Judgment, be

bound by all the terms and provisions of the Settlement Agreement and Release, whether or not such Settlement Class Member objected to the Settlement and whether or not such Settlement Class Member received consideration under the Settlement Agreement.

20. The Court adopts the following schedule for the remaining events in this case, which ensures that the appropriate state and federal officials are served with the notification required by the Class Action Fairness Act:

Event	Date
Lansing Community College provides CAFA Notice required by 28 U.S.C. § 1715(b)	Within 10 days after the filing of Plaintiffs' Motion for Preliminary Approval
Lansing Community College to provide contact information for Settlement Class Members to Settlement Administrator	Within 14 days after entry of Preliminary Approval Order
Notice Plan commences	Within 30 days after entry of Preliminary Approval Order
Notice Plan concludes	Within 45 days after entry of Preliminary Approval Order
Compliance with CAFA Waiting Period under 28 U.S.C. § 1715(d)	90 days after the appropriate governmental officials are served with CAFA Notice
Postmark deadline for Request for Exclusion (Opt-Out) or Objections	60 days after commencement of Notice Plan
Deadline to file Plaintiffs' Motion for Attorneys' Fees, Expenses, and Service Awards	No later than 7 days prior to the Objection Deadline
Deadline to file Plaintiffs' Motion for Final Approval of the Settlement Agreement	No later than 14 days prior to the Final Approval Hearing

Postmark / Filing Deadline for Filing Claims	90 days after commencement of the Notice Plan
Deadline for Plaintiffs to file any Response to Objections or Supplement to Motion for Final Approval	No later than 7 days prior to the Final Approval Hearing
Deadline for Settlement Administrator to File or Cause to be Filed, if Necessary, a Supplemental Declaration with the Court	At least 5 days prior to the Final Approval Hearing
Final Approval Hearing	To be held no earlier than one hundred twenty (120) days after the entry of the Preliminary Approval Order

21. A hearing on the Settlement (the “Final Approval Hearing”) shall be held before this Court on a date set by the Court no earlier than one hundred twenty (120) days after the entry of this Order.

22. At the Final Approval Hearing, the Court will consider (a) the fairness, reasonableness, and adequacy of the proposed class Settlement and whether the Settlement should be granted final approval by the Court; (b) dismissal with prejudice of the Litigation; (c) entry of an order including the Release; (d) entry of the Final Approval Order; and (e) entry of final judgment in this Litigation. Proposed Settlement Class Counsel’s application for an award of attorney’s fees and costs and request for the court to award a service award to the named Plaintiffs shall also be heard at the time of the hearing.

23. The date and time of the Final Approval Hearing shall be subject to adjournment by the Court without further notice to the members of the Settlement

Class, other than that which may be posted by the Court. Should the Court adjourn the date for the Final Approval Hearing, that shall not alter the deadlines for mailing of Notice, the Opt-Out deadline, or the deadlines for submissions of settlement objections, claims, and notices of intention to appear at the Final Approval Hearing unless those dates are explicitly changed by subsequent Order. The Court may also decide to hold the hearing via zoom or telephonically. Instructions on how to appear at the Final Approval Hearing will be posted on the Settlement Website.

24. Any person or entity who or which does not elect to be excluded from the Settlement Class may, but need not, enter an appearance through its own attorney. Settlement Class Members that do not timely object or opt out and that do not have an attorney enter an appearance on their behalf will be represented by Proposed Settlement Class Counsel.

25. Any person or entity who or which does not elect to be excluded from the Settlement Class may object to the proposed Settlement. Any Settlement Class Member may object to, among other things, (a) the proposed Settlement, (b) entry of Final Approval Order and the judgment approving the Settlement, (c) Settlement Class Counsel's application for fees and expenses, and/or (d) the service award request, by mailing a written objection, with a postmark date no later than the Objection Date, to Proposed Settlement Class Counsel and Lansing Community College's counsel. The Settlement Class Member making the objection (the

“Objector”), or his or her counsel, may also file an objection with the Court through the Court’s Electronic Court Filing (“ECF”) system, with service on Proposed Settlement Class Counsel and Lansing Community College’s Counsel made through the ECF system. For all objections mailed to Proposed Settlement Class Counsel and counsel for Lansing Community College, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of the Settlement.

26. The Objector’s objection must be either (1) filed with the Court no later than sixty (60) days after the Notice Date, or (2) mailed to Proposed Settlement Class Counsel and Lansing Community College’s counsel, with a postmark date of no later than sixty (60) days after the Notice Date. To be valid, the objection must: (a) state the Class Member’s full name, current mailing address, and telephone number; (b) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the settlement notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Class Member in connection with the objection, if any; and (e) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing.

27. Only Settlement Class Members that have filed and served valid and timely notices of objection shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class Member who does not timely file and serve an

objection in writing in accordance with the procedure set forth in the Class Notice and mandated in this Order shall be deemed to have waived any objection to (a) the Settlement; (b) the Release; (c) entry of Final Approval Order or any judgment; (d) Proposed Settlement Class Counsel's application for fees, costs, and expenses; and/or (e) the service award request for the named Plaintiffs, whether by appeal, collateral attack, or otherwise.

28. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval of the Settlement.

29. Upon entry of the Order and Final Judgment, all members of the Settlement Class that have not personally and timely requested to be excluded from the Settlement Class will be enjoined from proceeding against Lansing Community College with respect to all of the Released Claims.

30. Lansing Community College shall cause to be prepared and sent all notices that are required by the Class Action Fairness Act of 2005 ("CAFA") as specified in 28 U.S.C. § 1715. The costs associated with providing notice under CAFA shall be paid from the Settlement Fund.

31. Proposed Settlement Class Counsel and counsel for Lansing Community College shall cooperate promptly and fully in the preparation of such notices, including providing Lansing Community College with any and all information in its possession necessary for the preparation of these notices. Lansing

Community College shall provide, or cause to be provided, courtesy copies of the notices to Proposed Settlement Class Counsel for the purpose of implementing the settlement. Lansing Community College shall provide notice to Proposed Settlement Class Counsel of compliance with the CAFA requirements within ten (10) days of providing notice to Attorneys General under CAFA.

Administration of the Settlement

32. The Court hereby appoints the settlement administrator proposed by the Parties, Kroll Settlement Administration LLC (“Kroll” or “Settlement Administrator”). Responsibilities of the Settlement Administrator shall include: (a) establishing a post office box for purposes of communicating with Settlement Class Members; (b) disseminating notice to the Class; (c) developing a website to enable Settlement Class Members to access documents; (d) accepting and maintaining documents sent from Settlement Class Members relating to settlement administration; and (e) distributing settlement checks to Settlement Class Members. Pursuant to the Settlement Agreement, the Settlement Administrator and costs of administration shall be paid from the Settlement Fund.

33. In the event the Settlement Agreement and the proposed Settlement are terminated in accordance with the applicable provisions of the Settlement Agreement—the Settlement Agreement, the proposed Settlement, and all related proceedings shall, except as expressly provided to the contrary in the Settlement

Agreement, become null and void, shall have no further force and effect, and Settlement Class Members shall retain all of their current rights to assert any and all claims against Lansing Community College and any other Released Entity, and Lansing Community College and any other Released Entities shall retain any and all of their current defenses and arguments thereto (including but not limited to arguments that the requirements of Fed. R. Civ. P. 23(a) and (b)(3) are not satisfied for purposes of continued litigation). The Litigation shall thereupon revert forthwith to its respective procedural and substantive status prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all other related orders and papers had not been executed.

34. Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of or an admission or concession by Lansing Community College as to the validity of any claim that has been or could have been asserted against it or as to any liability by it as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the current proposed Settlement.

IT IS SO ORDERED.

Dated: _____

The Honorable Paul L. Maloney
United States District Court Judge