IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

COUNTY DEPARTMENT, CHANCERY DIVISION

SARAH GOODMAN and STANCE SCHUDY, individually and on behalf of all others similarly situated, Plaintiffs, v. ILLINOIS RETINA ASSOCIATES, PLLC; NORTHERN CALIFORNIA ADVANCED SURGERY CENTER, LP; and RETINA GROUP, INC. d/b/a RETINA CONSULTANTS OF AMERICA, Defendants.	Case No. 2026-CH-05572 Calendar 7 Hon. Eve M. Reilly

ORDER GRANTING PRELIMINARY APPROVAL OF

CLASS ACTION SETTLEMENT

Before the Court is Plaintiffs' Motion for Preliminary Approval of Class Action Settlement ("Motion"). Having reviewed the Motion, declarations submitted in support thereof, the proposed Settlement Agreement and accompanying exhibits (the "Settlement"), and applicable authority, the Court finds that the Settlement is fair, adequate, and reasonable. Accordingly, with good cause appearing, the Court hereby GRANTS preliminary approval of the Settlement and ORDERS as follows:

1. **Settlement Terms.** The Court, for purposes of this Preliminary Approval Order, adopts all defined terms as set forth in the Settlement.

2. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class.

3. **Preliminary Approval of Proposed Settlement Agreement.** Subject to further consideration by the Court at the time of the Final Fairness Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to the Settlement Class, as falling within the range of possible final approval, and as meriting submission to the Settlement Class for its

consideration. The Court also finds the Settlement Agreement: (a) is the result of serious, informed, non-collusive, arm's-length negotiations involving experienced counsel familiar with the legal and factual issues of this case; and (b) appears to meet all applicable requirements of law, including 735 ILCS 5/2-801. Therefore, the Court grants preliminary approval of the Settlement.

4. **Settlement Benefits.** The Settlement provides for a non-reversionary Settlement Fund of $4,500,000.00, of which $3,324,840.00 is allocated to the Visitor Subclass and $1,175,160.00 is allocated to the Portal Subclass; Credit Monitoring and Insurance Services for Settlement Class Members who so elect on the Claim Form; and business practice changes during a two (2)year Injunctive Relief Period commencing on the Effective Date.

5. **Class Certification for Settlement Purposes Only.** For purposes of the Settlement only, the Court conditionally certifies the Settlement Class, as described below: The Visitor Subclass is defined as: all individuals residing in the United States who accessed any of the RCA Entities' Websites during the alleged implementation period of Meta Pixel, Google Analytics, Google Tag Manager, or other advertising tracking technology, as reflected in available website interaction data, and who are not part of the Portal Subclass. The Portal Subclass is defined as: all individuals residing in the United States who accessed the portal pages through any of the RCA Entities' Websites during the alleged implementation period of Meta Pixel, Google Analytics, Google Tag Manager, or other advertising tracking technology, as reflected in available portal interaction data. The Settlement Class means the Visitor Subclass and the Portal Subclass, collectively. Excluded from the Settlement Class are: (1) the judges presiding over the Action and members of their families; (2) RCA Entities, their subsidiaries, parent companies, successors, predecessors, and any entity in which RCA Entities or their parents have a controlling interest, and their 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 Date; (4) Plaintiffs' counsel and Defendants' counsel; and (5) the successors or assigns of any such excluded natural person.

6. **Class Certification Findings.** The Court preliminarily finds, solely for purposes of considering this Settlement, that pursuant to 735 ILCS 5/2-801: (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any questions affecting only individual members; (c) the claims of the named representatives are typical of the claims of the Settlement Class they seek to represent; (d) the Plaintiffs will fairly and adequately represent

the interests of the Settlement Class; and (e) a class action is an appropriate method for the fair and efficient adjudication of the controversy.

7. **Class Representatives.** The Court orders that Sarah Goodman and Stance Schudy are appointed as the Class Representatives.

8. **Class Counsel.** The Court orders that Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson of Clarkson Law Firm, P.C., and David S. Almeida and Matthew J. Langley of Almeida Law Group LLC, are appointed as Class Counsel. The Court preliminarily finds that the Class Representatives and Class Counsel fairly and adequately represent and protect the interests of the absent Settlement Class Members.

9. **Class Notice.** The Court finds that the Settlement falls within the range of reasonableness and warrants providing notice to the members of the Settlement Class. The Court approves, as to form and content, the notices and Claim Form substantially in the form attached to the Settlement Agreement. The Settlement Class Notice shall be disseminated by Email Notice, Postcard Notice, the RCA Entities Website Notice, and a Media Campaign, and the Long Form Notice shall be posted on the Settlement Website, all as provided in the Settlement Agreement. Non-material modifications to the notices and Claim Form may be made by the Settlement Administrator without further order of the Court, so long as they are approved by the Parties and consistent in all material respects with the Settlement Agreement and this Order.

9.1 The Court finds that the Notice Plan described in the Settlement Agreement constitutes the best notice practicable under the circumstances and constitutes due and sufficient notice to the Settlement Class in compliance with 735 ILCS 5/2-801 and any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. The Court directs that the Notice Plan will commence no later than thirty (30) Days after entry of this Order (the "Notice Date"), and that the Settlement Administrator shall complete Direct Notice within thirty (30) Days after the Notice Date.

9.2 The Court further finds that the Notice Plan adequately informs members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement.

10. **Settlement Administrator.** The Court appoints Eisner Advisory Group LLC ("EAG") as the Settlement Administrator. EAG shall be required to perform all duties of the

Settlement Administrator as set forth in the Settlement Agreement and this Order. The Settlement Administrator shall establish and maintain the Settlement Website, which shall post the Long Form Notice, the Claim Form, the Settlement Agreement, this Order, the operative complaint, and details regarding the Final Fairness Hearing, and which shall include a toll-free telephone number and a mailing address through which Settlement Class Members may contact the Settlement Administrator and speak with a live operator, and shall make the Long Form Notice available in Spanish on the Settlement Website.

11. Objection Date and Opt-Out Date. Settlement Class Members who wish to object to the Settlement or to exclude themselves from the Settlement must do so no later than forty-five (45) Days after the Notice Date (the "Objection Date" and "Opt-Out Date"). Any Settlement Class Member who submits a timely and valid Request for Exclusion shall not be bound by any orders or the Judgment entered in this Action, shall not be entitled to any relief under the Settlement Agreement, shall gain no rights by virtue of the Settlement Agreement, and shall not be entitled to object to any aspect of the Settlement Agreement, notwithstanding the submission of a Claim Form.

12. Exclusion from the Settlement Class. Settlement Class Members who wish to opt out of and be excluded from the Settlement must timely submit a written notice to the Settlement Administrator by: (a) mailing it with a postmark on or before the Opt-Out Date to the designated Post Office box established by the Settlement Administrator; or (b) emailing it to the Settlement Administrator using the email address provided on the Settlement Website on or before the Opt-Out Date. To be valid, the Request for Exclusion must: (a) identify the case name and number of this Action; (b) state the Settlement Class Member's full name, current physical mailing address, and telephone number; (c) be personally signed by the Person seeking exclusion; and (d) contain a clear statement of intent to be excluded from the Settlement Class. **The Court will consider any communication that reasonably indicates an intent to be excluded.** One person may not opt out someone else, and so-called "class" or "mass" opt-outs shall not be permitted or recognized.

13. Objections to the Settlement. Any objection to the Settlement must be in writing and submitted to the Settlement Administrator by (a) mail postmarked on or before the Objection Date or (b) email received on or before the Objection Date. All written objections must: (i) be postmarked no later than the Objection Date; (ii) identify the case name and number; (iii) state the

objector's full name, current physical mailing address, and telephone number; (iv) include a statement indicating whether the objection applies only to the objector, a subset of the Settlement Class, or the entire Settlement Class; (v) set forth the specific grounds for the objection and all documents or writings the objector wishes the Court to consider; (vi) identify any and all counsel representing the objector; (vii) state whether the objector and/or counsel will appear at the Final Fairness Hearing; and (viii) include the objector's personal signature. The Court will hear from any Settlement Class Member who attends the Final Fairness Hearing and wishes to speak regarding his or her objection to the Settlement, regardless of whether a prior written objection was submitted. Objections shall not be filed directly with the Court. The Settlement Administrator shall promptly forward any objection it receives to Class Counsel and Defendants' Counsel and will ensure they are provided to the Court in a timely manner. Any Settlement Class Member who fails to object in the manner and by the date set forth in this Order shall be deemed to have waived any objection and shall be forever barred from raising such objection.

14. **Submission of Claims.** To receive a Settlement Payment, Settlement Class Members must file a Claim Form with the Settlement Administrator, received or postmarked no later than the **Claims Deadline, which is sixty (60) Days after the Notice Date**. Settlement Class Members may also elect to receive Credit Monitoring and Insurance Services on the Claim Form. Settlement Class Members who do not submit a valid claim will not receive a Settlement Payment and will be bound by the Settlement.

15. **Schedule of Events.** The following events shall take place as indicated below:

EVENT	DATE
Class Member Information delivery to Settlement Administrator	**October 29, 2026**
Settlement Fund Deposit (Settlement Agreement § 4.7.1)	**November 16, 2026**
Notice Date (Settlement Administrator commences Class Notice)	**November 16, 2026**
Motions for Attorneys' Fees, Expenses, and Service Awards filed	**December 17, 2026**
Objection Date	**December 31, 2026**
Opt-Out Date	**December 31, 2026**
Claims Deadline	**January 15, 2027**
Deadline to file Motion for Final Approval	**February 1, 2027**
Final Fairness Hearing	**February 22, 2027, at 9:30 a.m.**

16. Authority to Extend. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Final Fairness Hearing may be continued by order of the Court without further notice.

16.1 If, for any reason, the Notice Plan does not or cannot commence at the time specified above, the Parties will confer in good faith and recommend a corresponding extension of the Claims Deadline and, if necessary, the Objection Date and Opt-Out Date, to the Court.

17. Final Fairness Hearing. The Court shall conduct a Final Fairness Hearing to determine final approval of the Settlement Agreement on February 22, 2027, at 9:30 a.m. in Courtroom 2405 of the Richard J. Daley Center located at 50 W. Washington St., Chicago, Illinois 60602. At the Final Fairness Hearing, the Court shall address whether the proposed Settlement should be finally approved as fair, reasonable, and adequate; whether the Final Approval Order and Judgment should be entered; and whether Class Counsel's application for attorneys' fees, costs, expenses, and Service Awards should be approved.

18. In the Event of Non-Approval. In the event that the proposed Settlement is not approved by the Court, or the Settlement Agreement becomes null and void pursuant to its terms, this Order and all orders entered in connection therewith shall become null and void, shall be of no further force and effect, and shall not be used or referred to for any purposes whatsoever in this Action or in any other case or controversy.

19. Stay of Proceedings. With the exception of proceedings necessary to implement and grant final approval to the Settlement, all proceedings are stayed in this Action and all Settlement Class Members are enjoined from commencing or continuing any action asserting claims encompassed by the Settlement Agreement, unless the Settlement Class Member timely submits a valid Request for Exclusion.

20. No Admission of Liability. By entering this Order, the Court does not make any determination as to the merits of this case. Preliminary approval of the Settlement Agreement is not a finding or admission of liability by Defendants.

21. Retention of Jurisdiction. The Court retains exclusive and continuing jurisdiction over this Action to consider all further matters arising out of or connected with the Settlement Agreement.

IT IS SO ORDERED.

ENTER:

Dated: _____

_____
Honorable Eve M. Reilly

ENTERED
Judge Eve M. Reilly-2122
OCT 15 2026
MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL