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CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement" or "Agreement"), dated September 25, 2026, is entered into by and between Plaintiffs Sarah Goodman and Stance Schudy (collectively, "Plaintiffs" or "Class Representatives"), individually and on behalf of the Settlement Class (as defined below), and Defendants Illinois Retina Associates, PLLC, Northern California Advanced Surgery Center, LP, and Retina Group, Inc. d/b/a Retina Consultants of America (collectively, along with those set forth in Section 2.41, "RCA Entities" or "Defendants", as defined below in Section 2.41), and together with Plaintiffs, the "Settling Parties." This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle all of the Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court's approval.

1. RECITALS

1.1. WHEREAS, RCA Entities own and operate public-facing websites and, in some instances, associated patient portals for their affiliated medical practices, including without limitation those websites listed in Section 2.60 of this Agreement;

1.2. WHEREAS, the Actions arise out of RCA Entities' alleged use of web analytics technologies, including, without limitation, Meta Pixel, Google Analytics, Google Tag Manager, and other tracking tools, through which Plaintiffs allege RCA Entities transmitted certain information about Plaintiffs and Class Members to third parties, including Meta (Facebook) and Google, without their consent;

1.3. WHEREAS, the prior action *Stance Schudy v. Northern California Advanced Surgery Center, LP, d/b/a Retinal Consultants Medical Group and Retina Consultants of America*, 24-cv-02700 (E.D. Cal.) (the "Schudy Action") was filed and subsequently voluntarily stayed in connection with the filing of the Goodman Class Action (as defined in Section 2.1, "Actions");

1.4. WHEREAS, Defendants deny the claims asserted against them in the Actions, deny all allegations of wrongdoing and liability, and deny all material allegations of the operative Complaints filed in the Schudy Action and the Goodman Action;

1.5. WHEREAS, before entering into this Settlement Agreement, Plaintiffs, by and through their respective counsel, conducted a thorough examination, investigation, and evaluation of the relevant law, facts, and allegations to assess the merits of the claims and potential claims to determine the strength of liability, potential remedies, and all defenses thereto;

1.6. WHEREAS, this Settlement was reached as a result of extensive arm's-length negotiations between the Settling Parties and their counsel, and after mediation sessions with a respected mediator, before and after the exchange of information sufficient to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions;

1.7. WHEREAS, Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues

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involved, the expense and time necessary to prosecute the Actions through trial, the risks and costs associated with further prosecution of the Actions, the uncertainties of complex litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with RCA Entities on the terms set forth herein is fair and reasonable and in the best interest of Plaintiffs and the Settlement Class;

1.8. WHEREAS, RCA Entities have similarly concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation, and to resolve finally and completely the claims of Plaintiffs and the Settlement Class; and

1.9. WHEREAS, this Settlement Agreement, whether consummated, and any actions or proceedings taken pursuant to this Settlement Agreement, are for settlement purposes only and RCA Entities specifically deny all wrongdoing and any liability in connection with the Actions;

1.10. NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Settling Parties, that, subject to the approval of the Court, the Actions and Released Claims shall be fully and finally settled, compromised, and released, on the following terms and conditions:

2. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified below:

2.1. "Actions" shall refer to: the action styled *Sarah Goodman and Stance Schudy v. Illinois Retina Associates, PLLC, Northern California Advanced Surgery Center, LP, d/b/a Retinal Consultants Medical Group and Retina Consultants of America*, Case No. 2026-CH-05572 (Circuit Court of Cook County, Illinois, County Department, Chancery Division) (the "Goodman Action"), and the prior action *Stance Schudy v. Northern California Advanced Surgery Center, LP, d/b/a Retinal Consultants Medical Group and Retina Consultants of America*, 24-cv-02700 (E.D. Cal.) (the "Schudy Action"), which was voluntarily stayed in connection with the filing of the Goodman Action.

2.2. "Administrative Expenses" means all the expenses incurred in the administration of this Settlement, including, without limitation, all Notice Expenses, locating Settlement Class Members, and providing notice to Settlement Class Members, determining the eligibility of any person to be a Settlement Class Member, administering and processing Settlement Class Member claims and Claim Forms, and administering, calculating, and distributing the Settlement Fund to the Claimants with Approved Claims.

2.3. "Agreement," "Settlement" or **"Settlement Agreement"** means this Class Action Settlement Agreement and Release, including all exhibits and appendices hereto.

2.4. "Approved Claim(s)" means a claim as evidenced by a Claim Form submitted by a Settlement Class Member that (a) is timely and submitted in accordance with the directions on the Claim Form and the terms of this Agreement; (b) is personally signed or electronically verified by the Settlement Class Member; (c) satisfies the conditions of eligibility for a Settlement Benefit as set forth herein; and (d) has been approved by the Settlement Administrator.

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2.5. "Business Day(s)" means any day other than a Saturday, Sunday, or federal holiday.

2.6. "Claimant" means a Settlement Class Member who submits a Claim Form for a Settlement Payment.

2.7. "Claim Form" means the form attached hereto as Exhibit A, as approved by the Court. The Claim Form must be completed and submitted or postmarked on or before the Claims Deadline to be eligible for the benefits described herein. The Claim Form shall require a verification by the Settlement Class Member with a statement that the claim is true and correct to the best of his or her knowledge and belief, but shall not require notarization or any other form of verification. The Claim Form shall be available for download from the Settlement Website and shall be mailed in hardcopy to a Settlement Class Member upon request by the Settlement Class Member to the Settlement Administrator.

2.8. "Claims Deadline" means the date by which all Claim Forms must be received or postmarked by to be considered timely, which shall be sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Long Form Notice, the Email Notice, the Postcard Notice, the Claim Form, and the Court's order granting Preliminary Approval.

2.9. "Claims Period" means the period during which Settlement Class Members may submit Claim Forms to receive their given share of the Settlement Benefits, commencing on the Notice Date and ending on the Claims Deadline.

2.10. "Class Counsel" means attorneys 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.

2.11. "Class Representatives" and **"Plaintiffs"** mean, collectively, Sarah Goodman and Stance Schudy, individually and on behalf of the Settlement Class.

2.12. "Court" means the Circuit Court of Cook County, Illinois, County Department, Chancery Division, and the presiding judge thereof.

2.13. "**Credit Monitoring and Insurance Services**" and "CMIS" mean the services to be provided to Participating Settlement Class Members who are entitled to and so select such services on their Claim Form, and as further described in Section 5.3, herein.

2.14. "Day(s)" means, for a period expressed in "day(s)," the number of calendar days identified in the period, excluding the day of the event that triggers the period, but including the last day of the period except when the last day is a Saturday, Sunday, or legal holiday, in which case the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

2.15. "Defendants' Counsel" means Jerome Doctors and the law firm Cozen O'Connor, counsel of record for Defendants.

2.16. "Effective Date" means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in

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its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review (such occurrence is defined as "Final"). Notwithstanding the above, any order modifying or reversing any attorneys' fees award, expenses reimbursed, or service awards made in this case shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

2.17. "Email Notice" means the email notice substantially in the form attached hereto as Exhibit B, directing recipients to the Settlement Website and informing Settlement Class Members of the Claims Deadline, Opt-Out Date, Objection Date, and the date of the Final Fairness Hearing.

2.18. "Fee and Expense Award" means the amount of attorneys' fees and reimbursement of Litigation Costs awarded by the Court to Class Counsel from the Settlement Fund.

2.19. "Final Approval Order" means the order and judgment that the Court enters following the Final Fairness Hearing, finally approving this Settlement Agreement, substantially in the form attached hereto as Exhibit D.

2.20. "Final Fairness Hearing" means the hearing at which the Settling Parties will request Final Approval of the Settlement, where objections to the Settlement may be heard, and where Class Counsel will request that the Court approve the Fee and Expense Award and any Service Awards.

2.21. "Injunctive Relief Period" means the two (2) year period commencing on the Effective Date during which RCA Entities shall not deploy Advertising Tracking Technologies on publicly available webpages of the Websites for the purpose of cross-context behavioral advertising, as further described in Section 5.1 herein.

2.22. "Judgment" means the judgment to be entered by the Court, which will be posted on the Settlement Website upon being entered. The Judgment must be substantially similar to the form attached hereto as Exhibit E.

2.23. "Litigation Costs" means reasonable litigation costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, settling the Actions, and obtaining an order of final judgment.

2.24. "Long Form Notice" means the long form notice of settlement, substantially in the form attached hereto as Exhibit F.

2.25. "Media Campaign" means a targeted supplemental digital notice campaign designed with input from the Settlement Administrator to supplement direct notice and satisfy applicable notice requirements. Any supplemental advertising campaign will take a form agreed upon by the Settling Parties and may include paid digital advertising. It will be focused on reaching Settlement Class Members who may not have received direct notice through the Email Notice or Postcard Notice. The Media Campaign shall be conducted in a manner to appropriately protect the confidential nature of the medical data at issue.

2.26. "Net Settlement Fund" means the amount remaining in the Settlement Fund after payment of: (i) Administrative Expenses; (ii) any Taxes; (iii) any Service Awards approved by the Court; and (iv) any Fee and Expense Award approved by the Court.

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2.27. "Notice Date" means the date upon which the Settlement Administrator first disseminates notice to the Settlement Class, which shall be within thirty (30) Days after entry of the Preliminary Approval Order.

2.28. "Notice Expenses" means all reasonable costs and expenses expended in the execution of the Notice Plan, including (i) all costs and expenses incurred in connection with preparing, printing, mailing, disseminating, posting, promoting, emailing, hosting on the Internet, and publishing the Settlement Class Notice, and (ii) any other reasonable and necessary notice-related expenses.

2.29. "Notice Plan" means the plan described in this Agreement for disseminating notice to the Settlement Class Members of the terms of this Agreement and the Final Fairness Hearing.

2.30. "Objection Date" means the date by which Settlement Class Members must provide written objections to the Settlement Administrator, which shall be forty-five (45) Days after the Notice Date.

2.31. "Opt-Out Date" means the date by which Settlement Class Members must submit a Request for Exclusion from the Settlement Class for that request to be effective. The postmark or email receipt date shall constitute evidence of the date of submission. The Opt-Out Date is forty-five (45) Days after the Notice Date.

2.32. "Opt-Out Period" means the period during which a Settlement Class Member may submit a Request for Exclusion from the Settlement Class, which shall commence on the Notice Date and expire on the Opt-Out Date.

2.33. "Participating Settlement Class Member" means a Settlement Class Member who submits an Approved Claim for their given share of the Settlement Benefits pursuant to the terms and conditions of this Agreement.

2.34. "Parties" means the Plaintiffs and Defendants.

2.35. "Person(s)" means any individual, corporation, trust, partnership, limited liability company, or other legal entity and their respective predecessors, successors, or assigns, or, in the case of individuals, their personal representative or guardian.

2.36. "Portal Subclass" means 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. RCA Entities represent and warrant that the Portal Subclass subject to the release is estimated to contain approximately 58,708 persons, and this representation is material to the settlement. Inclusion in the Portal Subclass does not constitute a determination that any individual's information was intercepted, disclosed, or otherwise misused in any way.

2.37. "Portal Subclass Fund" means the portion of the Settlement Fund allocated to the Portal Subclass, in the amount of One Million One Hundred Seventy-Five Thousand One Hundred Sixty Dollars ($1,175,160.00), as set forth in Section 4.7.1, from which shall be paid, in accordance with Section 4.7.4: (i) all Administrative Expenses; (ii) any Taxes;

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(iii) any Service Awards; (iv) any Fee and Expense Award; and (v) Settlement Payments pursuant to the terms and conditions of this Agreement.

2.38. "Portal Subclass Service Award" means the Service Award allocated to and paid from the Portal Subclass Fund pursuant to Section 4.7.4, in an amount subject to Court approval not to exceed the per-Class Representative cap set forth in Section 11.1.

2.39. "Postcard Notice" means the postcard notice substantially in the form attached hereto as Exhibit C, directing recipients to the Settlement Website and informing Settlement Class Members of the Claims Deadline, Opt-Out Date, Objection Date, and the date of the Final Fairness Hearing.

2.40. "Preliminary Approval Order" means the Court's Order preliminarily approving the Settlement without material modifications to the proposed order or this Agreement that are unacceptable to the Settling Parties. A Proposed Preliminary Approval Order is attached to this Agreement as Exhibit G.

2.41. "RCA Entities" or **"Defendants"** means Retina Group, Inc. d/b/a Retina Consultants of America; Northern California Advanced Surgery Center, LP; Vitro-Retinal Medical Group, Inc. d/b/a Retinal Consultants Medical Group; Austin Retina Associates, PLLC; California Retina Consultants, PC; Colorado Retina Associates, PLLC; Florida Retina Institute James A. Staman, M.D., LLC; Illinois Retina Associates, PLLC; Mississippi Retina Associates, PLLC; Retina Associates, PLLC d/b/a North Carolina Retina Associates, P.C.; Pacific Northwest Retina, PLLC; Palmetto Retina Center, LLC; Retina Associates, LLC; Retina Associates of Utah, PLLC; Vitreoretinal Surgery, PLLC (a/k/a Minnesota Retina Associates, LLC); Retina Consultants of Houston, PLLC d/b/a Retina Consultants of Texas; Retina Consultants, P.C. d/b/a The Retina Eye Center; Retina Vitreous Consultants LLP d/b/a Retina Group of Florida; Thompson & Sjaarda, P.A. d/b/a Retina Specialists; Carson, McBeath, and Boswell, Inc. d/b/a South Coast Retina Center; Tennessee Retina, P.C.; and Long Island Vitreoretinal Consultants, P.C. d/b/a Vitreoretinal Consultants of NY; Northeast Wisconsin Retina Associates, S.C.; and Retina Consultants of Southern Colorado, PLLC arising from their ownership or operation of their respective public facing websites listed in Section 2.60.

2.42. "RCA Entities Website Notice" means a banner notice posted on each of the Websites with a link directing recipients to the Settlement Website.

2.43. "Released Claims" means any and all claims or causes of action of every kind arising out of or related to the facts giving rise to the Actions including, but not limited to, all claims and causes of action, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law or statute or common law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever that were or could have been brought in any action filed (or to be filed) by Releasing Parties against RCA Entities relating in any way to the collection, storage, dissemination, disclosure, sharing or use of data to or from the Websites. This includes, but is not limited, any claims arising from, out of or related to alleged improper or unconsented sharing of Releasing Parties' data to any third-party in violation of federal, state, local law, regulation, or statute. Released Claims broadly include any claims relating to the Websites listed in Section 2.60 of this Agreement. Released Claims does not

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include: (i) medical malpractice or other bodily or personal injury claims; (ii) claims relating to the enforcement of this Settlement Agreement; or (iii) claims of Settlement Class Members who have timely and validly excluded themselves from the Settlement Class.

2.44. "Released Parties" means the RCA Entities as defined in this Agreement, including as identified in Section 2.41, and without limitation each of their present and former parents and ultimate parent companies, subsidiaries, divisions, departments, affiliates, predecessors, successors, assigns, and insurers, and each of the foregoing's parent companies, management companies, former or present physicians, website developers, administrators, directors, officers, trustees, shareholders, managers, physician managers, sponsor managers, board members, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, reinsurers, and subrogees. The Released Parties do not include any third-party company that collected, received, used, purchased, or sold Personal Information or tracking data obtained through the tracking technology at issue in this action, including but not limited to Google and Meta Platforms.

2.45. "Releasing Parties" means Plaintiffs and any Person in the Settlement Class, including those not submitting a claim for a Settlement Benefit.

2.46. "Request for Exclusion" means the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class pursuant to the terms of this Agreement. The deadline to submit a Request for Exclusion is the Opt-Out Date.

2.47. "Service Award(s)" means the amount of remuneration to be paid to each of the Class Representatives in recognition of their efforts on behalf of the Settlement Class, in an amount to be ordered by the Court, as set forth in Section 11.

2.48. "Settlement Administrator" means the qualified third-party administrator agreed to by the Settling Parties and approved and appointed by the Court in the Preliminary Approval Order to administer the Settlement, including providing the Notice. The Settling Parties agree to perform a good-faith search and select a Settlement Administrator to: design, consult on, and implement the Notice and related requirements of this Agreement; implement the Notice and Media Campaign, the Settlement Website, the submission and review of Claim Forms, and related requirements of this Agreement, subject to the Court's approval.

2.49. "Settlement Benefit(s)" means any Settlement Payment, CMIS, and Business Practices Changes/Injunctive Relief set forth in Section 5 herein, and any other benefits Settlement Class Members receive pursuant to this Agreement, including non-monetary benefits and relief, the Fee and Expense Award, and Administrative Expenses.

2.50. "Settlement Class" means the Visitor Subclass and the Portal Subclass, collectively. Excluded from the Settlement Class are: (1) the judges presiding over the Actions 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

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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. RCA Entities in good faith represent and warrant that the Visitor Subclass subject to the release is estimated to contain no more than 1,311,129 persons and the Portal Subclass is estimated to contain no more than 58,708 persons, and these representations are material to the settlement.

2.51. "Settlement Class Member" or **"Class Member"** means a Person who falls within the definition of the Settlement Class and who does not submit a valid and timely Request for Exclusion by the Opt-Out Date.

2.52. "Settlement Class Notice" or **"Notice"** means the form of Court-approved notice of this Agreement that is disseminated to the Settlement Class. The Settlement Class Notice shall consist of the Email Notice, the Postcard Notice, the Long Form Notice, and the Settlement Website.

2.53. "Settlement Fund" means the non-reversionary sum of $4,500,000.00 (Four Million Five Hundred Thousand Dollars and No Cents) to be paid by or on behalf of the Defendants as specified in Section 4.7.1 of this Agreement, including any interest accrued thereon after payment. Of this total, $1,175,160.00 is allocated to the Portal Subclass and $3,324,840.00 is allocated to the Visitor Subclass. The Settlement Fund shall be used to pay for: (i) Settlement Payments; (ii) Credit Monitoring and Insurance Services; (iii) Administrative Expenses; (iv) Taxes; (v) any Service Awards approved by the Court; and (vi) any Fee and Expense Award approved by the Court. The $4,500,000.00 is the total amount that Defendants and Released Parties are obligated to pay into the Settlement Fund and they shall not be liable or responsible for any other sums under this Settlement Agreement.

2.54. "Settlement Payment" means any cash payment made to a Participating Settlement Class Member on an Approved Claim pursuant to Sections 4.7 and 5.2 herein.

2.55. "Settlement Website" means the internet website, the URL for which shall be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines, and related information, and shall provide Settlement Class Members with the ability to submit a Claim Form online. The content of the Settlement Website will be provided for review to the RCA Entities prior to the go-live of the Settlement Website.

2.56. "Taxes" means (i) any and all applicable taxes, duties, and similar charges imposed by a government authority arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund; (ii) any other taxes, duties, and similar charges imposed by a government authority relating to the Settlement Fund that the Settlement Administrator determines are or will become due and owing; and (iii) any and all expenses, liabilities, and costs incurred in connection with the taxation of the Settlement Fund.

2.57. "Visitor Subclass" means 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,

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as reflected in available website interaction data, and who are not part of the Portal Subclass. Based on its good faith belief, RCA Entities represent and warrant that the Visitor Subclass subject to the release is estimated to contain no more than 1,311,129 persons, and this representation is material to the settlement.

2.58. "Visitor Subclass Fund" means that portion of the Settlement Fund allocated to the Visitor Subclass, in the amount of Three Million Three Hundred Twenty-Four Thousand Eight Hundred Forty Dollars ($3,324,840.00), as set forth in Section 4.7.1, from which shall be paid, in accordance with Section 4.7.4: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee and Expense Award; and (v) Settlement Payments pursuant to the terms and conditions of this Agreement.

2.59. "Visitor Subclass Service Award" means the Service Award allocated to and paid from the Visitor Subclass Fund pursuant to Section 4.7.4, in an amount subject to Court approval not to exceed the per-Class Representative cap set forth in Section 11.

2.60. "Websites" means the public-facing websites and associated patient portals owned or operated by or for the benefit of any RCA Entity, including without limitation those listed in the table below, and any other websites, subdomains, successor domains, redirected URLs, microsites, and landing pages, which RCA Entities utilized, controlled, or operated from January 1, 2019, until the date of the Preliminary Approval Order:

https://www.retinalmd.com/	https://www.retinagroupflorida.com/
https://www.retinaspec.com/	https://www.newretinamd.com/
https://www.ncretina.com/	https://www.southcoastretinacenter.com/
https://www.coloradoretina.com/	https://www.tnretina.com/
https://www.norcalasc.com/	https://www.rcaresearch.com/
https://www.floridaretinainstitute.com/	https://www.illinoisretina.com/
https://www.retinaeyecenter.com/	https://www.austinretina.com/
https://www.msretina.com/	https://www.retinacolorado.com/
https://www.retinautah.com/	https://www.kcretina.com/
https://www.pnwretina.com/	https://www.californiaretina.com/

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https://www.vrcny.com/	https://www.retinaconsultantstexas.com/
https://www.retinaconsultantsofamerica.com/	

3. SETTLEMENT CLASS CERTIFICATION

3.1. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class, subject to the approval of the Court, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. Should (1) the Settlement not receive final approval from the Court, or (2) the Effective Date not occur for any reason, the certification of the Settlement Class shall be void and the Actions shall proceed as if the Settlement Class had never been certified, without prejudice to any Settling Party's position on the issue of class certification or any other issue. The Settling Parties further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

4. TERMS OF SETTLEMENT

4.1. It is hereby stipulated and agreed, by and among Plaintiffs Sarah Goodman and Stance Schudy, individually and on behalf of the Settlement Class, and all RCA Entities (as defined herein), that, subject to Court approval, the Actions and Plaintiffs' Released Claims shall be finally and fully compromised, settled, and released, and that the Judgment and Final Approval Order shall be entered subject to the following terms and conditions of this Settlement Agreement.

4.2. Preliminary Approval. Class Counsel shall submit this Agreement to the Court and shall move the Court to enter the Preliminary Approval Order, in the form attached as Exhibit G.

4.3. Dismissal of Schudy Action. The Settling Parties agree that, within five (5) Days after entry of the Final Approval Order, Plaintiff Stance Schudy shall move to voluntarily dismiss the Schudy Action with prejudice, with each side bearing their own respective legal fees and costs. The Goodman Action was filed in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, as a mutually acceptable venue allowing for a nationwide class. RCA Entities will not object to the jurisdiction of the Court or that the lead plaintiffs are not adequate representative class members. Schudy, Goodman, and Plaintiffs' counsel agree not to file or assist in filing any related action against the RCA Entities in any other forum related to their Websites or based upon facts similar to those alleged in the Goodman action.

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4.4. Cooperation. The Settling Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps to accomplish all requirements of this Agreement on the schedule set by the Court, subject to the terms of this Agreement.

4.5. Final Approval. Class Counsel shall move the Court for final settlement approval and entry of the Final Approval Order and Judgment no later than twenty-one (21) Days prior to the Final Fairness Hearing.

4.6. Releases.

4.6.1. The Release. Upon the Effective Date, each Releasing Party shall be deemed to have released, acquitted, and forever discharged RCA Entities and each of the Released Parties from any and all Released Claims. Upon the entry of the Judgment, each and every Releasing Party shall be permanently barred and enjoined from initiating, asserting, and/or prosecuting any Released Claim(s) against any of the Released Parties in any court, arbitration, tribunal, forum, or proceeding.

4.6.2. Exclusive Remedy. This Agreement shall be the sole and exclusive remedy of the Releasing Parties against any of the Released Parties relating to any and all Released Claims.

4.6.3. Section 1542 Waiver — Named Plaintiffs Only. With respect to the Released Claims only, the Class Representatives expressly waive and relinquish any and all rights and benefits which they may have under, or which may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, and any similar laws of any state, jurisdiction, or territory, as it relates to the subject matter of the releases in this Agreement. Said Section 1542 provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Class Representative acknowledges that they may hereafter discover facts different from, or in addition to, those which they know or believe to be true with respect to the Released Claims but expressly agree that this Agreement shall remain in full force and effect notwithstanding such discovery. This Section 1542 waiver applies solely to the Class Representatives in their individual capacities and does not extend to, or operate as a waiver by, any other Settlement Class Member.

4.6.4. Jurisdiction of the Court. Without affecting the finality of the Final Approval Order and Judgment in any way, and even after the Effective Date, the Court shall retain exclusive and continuing jurisdiction over the implementation of the

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Settlement, the Actions, the Settling Parties, Settlement Class Members, and the Settlement Administrator in order to interpret and enforce the terms, conditions, and obligations of this Agreement.

4.7. Settlement Fund.

4.7.1. Deposit. Defendants shall pay, or cause to be paid, Four Million Five Hundred Thousand Dollars ($4,500,000.00) into the Settlement Fund within thirty (30) Days after the Court enters the Preliminary Approval Order. Of this total, $1,175,160.00 shall be allocated to the Portal Subclass and $3,324,840.00 shall be allocated to the Visitor Subclass. These funds shall in part be available to cover reasonable costs associated with the Notice Plan and any other Administrative Expenses incurred prior to entry of the Final Approval Order and the Judgment.

4.7.2. Custody of Settlement Fund. The Settlement Fund shall be deposited in an appropriate trust account established by the Settlement Administrator pursuant to the terms and conditions set forth below, and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated, or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled: (i) the Class Representatives and Class Counsel shall have no obligation to repay any Administrative Expenses paid or incurred in accordance with the terms of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Administrative Expenses, including all interest earned on the Settlement Fund net of any Taxes, shall be returned to Defendants; and (iii) no other person or entity shall have any further claim to such amounts.

4.7.3. Non-Reversionary. This Settlement is not a reversionary settlement. As of the Effective Date, all rights of Defendants in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Defendants.

4.7.4. Use of the Settlement Fund. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) all Administrative Expenses; (ii) any Taxes; (iii) any Service Awards; (iv) any Fee and Expense Award; and (v) Settlement Payments pursuant to the terms and conditions of this Agreement. The Service Awards shall be paid from the Fund corresponding to the recipient's Subclass: Portal Subclass Service Award from the Portal Subclass Fund, and the Visitor Subclass Service Award from the Visitor Subclass Fund. Administrative Expenses, Taxes, and any Fee and Expense Award shall be allocated between the two Funds on a pro rata basis. Settlement Payments to each subclass member shall be paid from the Fund corresponding to that member's subclass.

4.7.5. Payment/Withdrawal Authorization. No amounts from the Settlement Fund may be withdrawn unless (i) expressly authorized by this Settlement Agreement and

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Class Counsel, or (ii) approved by the Court. The Settling Parties, by agreement, may authorize the periodic payment of actual reasonable Administrative Expenses from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendants with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) Days prior to making such withdrawal or payment.

4.7.6. Payments to Class Members. The Settlement Administrator, subject to such supervision and direction of the Court and/or Class Counsel as may be necessary or as circumstances may require, shall administer and/or oversee distribution of the Settlement Fund to Participating Settlement Class Members pursuant to this Agreement and the Preliminary Approval Order.

4.7.7. Treasury Regulations & Fund Investment. The Settling Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund. The Settling Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties. The Defendants shall not be liable for the Settlement Administrator's failure to establish the required qualified settlement fund or its failure to perform any act falling within this paragraph.

4.7.8. Taxes. All Taxes relating to the Settlement Fund shall be paid out of the Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Settling Parties and their counsel for Taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Settling Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

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4.8. Limitation of Liability.

4.8.1. The Defendants and their counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund; (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns; (vii) or any sums or amounts in excess of the Settlement Fund.

4.8.2. Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

4.8.3. The Settlement Administrator shall indemnify and hold Class Counsel, the Settlement Class, Class Representatives, Defendants, and Defendants' Counsel harmless for (i) any act or omission or determination of the Settlement Administrator, or any of the Settlement Administrator's designees or agents, in connection with the Notice Plan and the administration of the Settlement; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

5. SETTLEMENT BENEFITS

5.1. Business Practice Changes and Injunctive Relief. Without admitting any liability or wrongdoing, RCA Entities represent that Meta Pixel technology and other targeted advertising tracking technologies that share personal data with third parties without first obtaining consent ("Advertising Tracking Technologies") are no longer deployed on the

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publicly available portions of the Websites. During the Injunctive Relief Period, RCA Entities shall not deploy Advertising Tracking Technologies on publicly available webpages of the Websites for the purpose of cross-context behavioral advertising, unless such deployment is consistent with applicable law. Nothing in this provision shall prohibit RCA Entities from using analytics, advertising, or other digital tools, including third-party services, on their Websites, provided such use is implemented in a manner consistent with applicable law and RCA Entities' then-current privacy disclosures. The Injunctive Relief Period shall remain in effect for a period of two (2) years from the Effective Date.

5.2. Settlement Payments. All Settlement Class Members must submit a valid Claim Form in order to receive a Settlement Payment. Claims will be subject to review for completeness and plausibility by the Settlement Administrator. For claims deemed invalid, the Settlement Administrator will provide claimants an opportunity to cure in the manner set forth in Section 5.6 below.

5.2.1. Cash Fund Payment. All Settlement Class Members who submit a valid Claim Form will receive a pro rata share of the Net Settlement Fund applicable to their Subclass (Portal Subclass or Visitor Subclass), which will be paid in accordance with Sections 4.7 and 5.7 herein.

5.3. Credit Monitoring and Insurance Services. In addition to electing a Cash Fund Payment, all Settlement Class Members may elect to receive Credit Monitoring and Insurance Services ("CMIS") as an additional Settlement Benefit. The CMIS will include Credit Monitoring and other services. A Participating Settlement Class Member who chooses CMIS and already maintains a credit monitoring service may elect to defer their enrollment in the CMIS for a period of 12 months for no additional charge.

5.4. Settlement Payment Methods. Participating Settlement Class Members will be provided the option to receive any Settlement Payment via physical check sent by U.S. Mail, or may opt into various digital methods, e.g., PayPal, Venmo, etc. The option to opt in to receive a Settlement Payment via digital method shall be clearly indicated on the Claim Form.

5.5. Deadline to File Claims. Claim Forms must be received on or before the Claims Deadline.

5.6. The Settlement Administrator. The Settlement Administrator shall have the authority to determine whether a Claim Form is substantially valid, timely, and complete. To the extent the Settlement Administrator determines a claim is deficient for a reason other than late posting, within fourteen (14) Days of making such a determination, the Settlement Administrator shall notify the Claimant of the deficiencies, and that Claimant shall have thirty (30) Days to cure the deficiencies and re-submit the claim. No notification is required for late-posted claims. If the Claimant fails to cure the deficiency, the claim shall stand as denied and the Settlement Class Member shall be so notified.

5.7. Distribution of Settlement Payments. Net Settlement Funds will be distributed to Claimants with Approved Claims. The Portal Subclass Net Settlement Fund will be distributed pro rata among Approved Claimants in the Portal Subclass. The Visitor Subclass Net Settlement Fund will be distributed pro rata among Approved Claimants in

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the Visitor Subclass. All such determinations shall be performed by the Settlement Administrator.

5.8. Deadline to Deposit or Cash Physical Checks. Settlement Class Members with Approved Claims who received a Cash Fund Payment by physical check shall have ninety (90) Days following distribution to deposit or cash their settlement check. All settlement checks shall bear the language: "This check must be cashed within ninety (90) Days, after which time it is void."

5.9. Residual Funds/Cy Pres. Any funds remaining after the initial distribution to Approved Claimants shall, if economically feasible, be redistributed pro rata to such Claimants, provided that no Claimant's total recovery shall exceed two times (2x) their initial payment. If further distribution is not economically feasible or would result in de minimis payments, any remaining funds shall be distributed to a cy pres recipient agreed upon by the Settling Parties and approved by the Court.

5.10. Returned Checks. For any Settlement Payment returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Settlement Payment within forty-five (45) Days after the check is returned. The Settlement Administrator shall only make one attempt to resend a Settlement Payment.

5.11. Residue of Settlement Fund. No portion of the Settlement Fund shall revert or be repaid to Defendants after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement, shall be distributed to the cy pres recipient, as approved by the Court.

6. SETTLEMENT ADMINISTRATION

6.1. Submission of Claims.

6.1.1. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit electronically verified Claim Forms to the Settlement Administrator through the Settlement Website, or may download Claim Forms to be filled out, personally signed, and submitted physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator shall reject any Claim Forms that are incomplete, inaccurate, or not timely received and will provide Claimants notice and the ability to cure defective claims, unless otherwise noted in this Agreement.

6.1.2. Review of Claim Forms. The Settlement Administrator will review Claim Forms submitted by Settlement Class Members to determine whether they are eligible for a Settlement Payment.

6.2. Settlement Administrator's Duties.

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6.2.1. Cost Effective Claims Processing. The Settlement Administrator shall, under the supervision of the Court and Class Counsel, administer the relief provided by this Agreement by processing Claim Forms in a rational, responsive, cost-effective, and timely manner, and calculate Settlement Payments in accordance with this Agreement.

6.2.2. Dissemination of Notices. The Settlement Administrator shall disseminate the Settlement Class Notice by Email Notice, Postcard Notice and a Media Campaign, as provided for in this Agreement. The Settlement Administrator will be selected through a competitive bidding process, and will maintain a claims website where Settlement Class Members may submit claims, assist Settlement Class Members in completing and submitting any necessary forms, and provide a list of accepted and rejected claims to the Settling Parties' counsel.

6.2.3. Maintenance of Records. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as required by applicable law and such records will be made available to Class Counsel and Defendants' Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Without limiting the foregoing, the Settlement Administrator also shall: (a) receive Requests for Exclusion and provide Class Counsel and Defendants' Counsel a copy thereof no later than five Days following the deadline for submission; (b) provide weekly reports to Class Counsel and Defendants' Counsel regarding the number of Claim Forms received, approved, and rejected; (c) make available for inspection by Class Counsel and Defendants' Counsel the Claim Forms and any supporting documentation received at any time upon reasonable notice; and (d) cooperate with any audit by Class Counsel or Defendants' Counsel, who shall have the right to review, audit, and evaluate all Claim Forms for accuracy, veracity, completeness, and compliance with the terms and conditions of this Agreement.

6.3. Requests for Additional Information. In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Settling Parties or any Participating Settlement Class Member.

6.4. Timing of Settlement Benefits. The Settlement Administrator shall timely make all Settlement Payments contemplated in this Agreement within thirty-five (35) Days after: (i) the Effective Date; or (ii) all Claim Forms have been processed subject to the terms and conditions of this Agreement, whichever date is later.

7. SETTLEMENT CLASS NOTICE

7.1. Notice to Class Members. As set forth in this Section, Settlement Class Notice will be disseminated by Email Notice, Postcard Notice, RCA Entities Website Notice, and a Media Campaign as described in this Agreement. All costs of notice and the Settlement

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Administrator will be deducted from the Settlement Fund. The Settlement Administrator shall implement the Notice Plan in order to comply with all applicable laws, including but not limited to, the Illinois Code of Civil Procedure Section 2-801 et seq., the Due Process Clause of the United States Constitution, and any other applicable statute, law, or rule.

7.2. Confidentiality. Any information relating to Settlement Class Members provided to the Settlement Administrator pursuant to this Agreement shall be provided solely for the purpose of providing Notice to the Settlement Class Members and allowing them to recover under this Agreement; shall not be used for marketing; shall be kept in strict confidence by the Settling Parties, their counsel, and the Settlement Administrator; shall not be disclosed to any third party; shall be destroyed after all distributions to Settlement Class Members have been made; and shall not be used for any other purpose. The Settlement Administrator will execute a confidentiality and non-disclosure agreement with Class Counsel and Defendants' Counsel.

7.3. Direct Notice. No later than the Notice Date, the Settlement Administrator shall begin disseminating the Settlement Class Notice to Settlement Class Members as follows:

7.3.1. For any Settlement Class Member for whom an email address is available, the Settlement Administrator shall email the Email Notice to such Person;

7.3.2. For any Settlement Class Member for whom an email address is not available, and to the extent a physical address is available, the Settlement Administrator shall send the Postcard Notice by U.S. mail, postage prepaid;

7.3.3. If any Email Notice is returned as undeliverable, the Settlement Administrator shall attempt to resend; if not successful, the Settlement Administrator shall send the Postcard Notice by U.S. mail, postage prepaid, to the extent a current mailing address is available;

7.3.4. For any Postcard Notice that has been mailed via U.S. mail and returned by the Postal Service as undeliverable, the Settlement Administrator shall re-mail the notice to the forwarding address, if any, provided by the Postal Service within 14 Days; and

7.3.5. The Settlement Administrator shall complete the Direct Notice set forth in this Section within thirty (30) Days after the Notice Date.

7.4. Notice via Media Campaign. The Settlement Administrator shall conduct the Media Campaign in accordance with Section 2.25, in a form agreed upon by the Settling Parties and appropriately designed to protect the confidential nature of the medical data at issue. This Media Campaign shall commence after the Notice Date and shall continue through the Claims Deadline. The RCA Entities Website Notice shall be posted as well.

7.5. Fraud Prevention. The Settlement Administrator shall use reasonable and customary fraud-prevention mechanisms to prevent (i) submission of Claim Forms by persons other than potential Settlement Class Members, (ii) submission of more than one Claim Form

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per person, and (iii) submission of Claim Forms seeking amounts to which the claimant is not entitled. In order to prevent fraud, the Settlement Administrator may, at its discretion, require additional documentation or verification of identification, reject suspicious claims, or audit submissions.

7.6. Settlement Website. Prior to any dissemination of the Settlement Class Notice, the Settlement Administrator shall cause the Settlement Website to be launched on the Internet in accordance with this Agreement, with a preview provided to the Settling Parties before launch. The Settlement Website shall contain information regarding how to submit Claim Forms and relevant documents, including the Long Form Notice, the Claim Form, this Agreement, the Preliminary Approval Order, the operative complaint, details about the Final Fairness Hearing, as well as the Final Approval Order and Judgment when entered by the Court. The Settlement Website shall include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly and speak to a live operator. The Settlement Website shall also make the Long Form Notice available in Spanish.

7.7. Contents of the Long Form Notice. The Long Form Notice shall, inter alia, (i) specify the deadline for Settlement Class Members to opt-out, object to, or otherwise comment upon the Settlement, and describe the method by which Settlement Class Members may do so; (ii) contain instructions on how to submit a Claim Form; (iii) note the deadline for Settlement Class Members to submit Claim Forms; and (iv) note the date, time, and location of the Final Fairness Hearing. A copy of the Long Form Notice is attached hereto as Exhibit F.

8. OPT-OUT PROCEDURES

8.1. Any Settlement Class Member may submit a Request for Exclusion from the Settlement at any time during the Opt-Out Period. To be valid, the Request for Exclusion must be postmarked or received by the Settlement Administrator on or before the Opt-Out Date. Requests for Exclusion must be submitted to the Settlement Administrator via U.S. Mail or email to the designated address established by the Settlement Administrator. Requests for Exclusion must be in writing and must identify the case name *Sarah Goodman and Stance Schudy, et al. v. Illinois Retina Associates, PLLC, et. al.*, Case No. 2026-CH-05572 (Circuit Court of Cook County, Illinois); state the Settlement Class Member's full name, current physical mailing address, and telephone number; be personally signed by the Person(s) seeking exclusion; and contain a clear statement of intent to be excluded, such as: "I hereby request to be excluded from the proposed Settlement Class in *Sarah Goodman and Stance Schudy, et al. v. Illinois Retina Associates, PLLC, et al.*, Case No. 2026-CH-05572 (Circuit Court of Cook County, Illinois)." No Person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

8.2. Any Person who elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Judgment entered in the Actions, (ii) be entitled to relief under this Agreement, (iii) gain any rights by virtue of this Agreement, or (iv) be entitled to object to any aspect of this Agreement.

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8.3. Within seven (7) Days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and Defendants' Counsel a complete list of all timely and valid Requests for Exclusion (the "Opt-Out List"). To the extent the Settlement Administrator later receives any Requests for Exclusion, it shall promptly notify Class Counsel and Defendants' Counsel of the additional requests and their postmark dates.

9. OBJECTION AND COMMENT PROCEDURES

9.1. Any Settlement Class Member may object to the Settlement Agreement by submitting a timely written objection to the Settlement Administrator on or before the Objection Date.

9.2. 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.

9.3. Objections will not be filed directly with the Court. The Settlement Administrator shall promptly forward any objection(s) it receives to Class Counsel and Defendants' Counsel.

9.4. The Court will hear from any Settlement Class Member who attends the Final Fairness Hearing and asks to speak, including those Settlement Class Members who have submitted an Objection, regardless of whether such member indicated an intent to appear in the written objection.

9.5. Any Settlement Class Member who does not make their objection(s) in the manner and by the date set forth in this Section shall be deemed to have waived any objections and shall be forever barred from raising such objections. The exclusive means for any challenge to this Settlement Agreement shall be through the provisions of this Section; no collateral attack shall be permitted.

9.6. In the event any non-party to this Agreement, including without limitation any objector, any purported class member, any governmental authority, or any other third party, initiates or threatens any action, appeal, motion, or other proceeding challenging the Court's approval of this Settlement, the certification of the Settlement Class, the Judgment, the Final Approval Order, or the scope, validity, or enforceability of the Released Claims or the release set forth in Section 4.6, Plaintiffs and Class Counsel and Defendants and Defendants' Counsel shall take reasonable steps to seek the prompt resolution or dismissal of any such challenge. Nothing in this Section shall require Plaintiffs or Class Counsel to take any position adverse to the interests of the Settlement Class, and each Settling Party shall bear its own fees and costs incurred in connection with any such cooperation unless otherwise agreed in writing.

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10. MODIFICATION OR TERMINATION OF THE AGREEMENT

10.1. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Settling Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Settling Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

10.2. In the event this Agreement is terminated, the Settlement proposed herein shall become null and void and shall have no legal effect. The Settling Parties shall be restored to their respective positions in the Actions as they existed immediately before the execution of this Agreement and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court to avoid prejudice to any Settling Party or Settling Party's counsel. Any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, nunc pro tunc.

10.3. Notwithstanding any provision of this Agreement, in the event this Agreement is not approved by any court, or terminated for any reason, or the Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Plaintiffs, and Class Counsel shall not in any way be responsible or liable for any of the Administrative Expenses, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs. Defendants shall be obligated to pay only the notice and administration costs actually incurred as of the date of termination or non-approval, and Defendants' aggregate liability for such costs shall not exceed the amounts deposited into the Settlement Fund pursuant to Section 4.7.1 as of that date. Defendants shall not, at any time, seek recovery of amounts paid pursuant to this Section from any other party to the Actions or from counsel to any other party.

10.4. No order of the Court, or modification or reversal on appeal of any order, concerning the amount of the Fee and Expense Award or any Service Award shall constitute grounds for cancellation or termination of this Agreement.

10.5. Opt-Out Threshold Termination Right. Notwithstanding any other provision of this Agreement, if the number of valid and timely Requests for Exclusion received from the Visitor Subclass and/or Portal Subclass exceeds a certain percentage, which the Parties have agreed to, Defendants shall have the right, in their sole discretion, to terminate this Agreement by providing written notice to Class Counsel within fourteen (14) Days after the Settlement Administrator furnishes the Opt-Out List pursuant to Section 8.3. In the event of such termination, the provisions of Sections 10.2 and 10.3 shall apply. The Parties have agreed to keep the percentage confidential, which percentage is memorialized in a separate confidential agreement, which shall be made available to the Court upon request.

11. SERVICE AWARDS

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11.1. Subject to Court approval, each Class Representative may seek a Service Award not to exceed Five Thousand Dollars ($5,000.00) per Class Representative, to be paid from the Settlement Fund. Any request for Service Awards must be filed no later than fourteen (14) Days prior to the Objection Date, as directed by the Court.

11.2. The Settlement Administrator shall pay the Service Awards approved by the Court to the Class Representatives from the Settlement Fund within thirty (30) Days following entry of the Court's order on the motion for fees/expenses, notwithstanding appeals.

11.3. In the event the Court declines to approve, in whole or in part, the payment of Service Awards in the amounts requested, the remaining provisions of this Agreement shall remain in full force and effect.

11.4. The Settling Parties have no agreement on the amount of any Service Award, and Defendants reserve the right to oppose any Service Award sought in this case if they choose to do so.

12. FEE AND EXPENSE AWARD

12.1. Class Counsel may file a motion for an award of the Fee and Expense Award to be paid from the Settlement Fund. Any such motion shall be filed no later than fourteen (14) Days prior to the Objection Date and be posted on the Settlement Website. Prior to the disbursement or payment of the Fee and Expense Award, Class Counsel shall provide to the Settlement Administrator a properly completed and duly executed IRS Form W-9.

12.2. The Fee and Expense Award shall be paid within seven (7) Days after the entry of the Court Order awarding Attorneys' Fees and Costs. The Settling Parties have agreed to execute a Stipulated Undertaking and Order, substantially in the form attached hereto as **Exhibit H.**

12.3. Unless otherwise ordered by the Court, Class Counsel shall have the sole and absolute discretion to allocate any approved Fee and Expense Award. RCA Entities shall have no liability or other responsibility for allocation of any such attorneys' fees and costs.

12.4. The Settling Parties have not negotiated any Fee and Expense Award to be sought by Class Counsel and there is no agreement between the Settling Parties on fees and costs. Defendants reserve the right to oppose any Fee and Expense Award sought by Class Counsel if they choose to do so.

12.5. It is not a condition of this Settlement Agreement that any particular amount of attorneys' fees, costs, expenses, or Service Awards be approved by the Court. The Settlement is not conditioned upon the Court's approval of the Fee and Expense Award or the Service Awards.

13. JUDGMENT

13.1. This Agreement is subject to and conditioned upon the issuance by the Court of the Judgment, which will grant final approval of this Agreement and among other things shall:

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a) Decree that neither the Judgment nor this Agreement constitutes an admission by RCA Entities of any liability or wrongdoing whatsoever;

b) Bar and enjoin all Releasing Parties from asserting against any of the Released Parties any and all Released Claims;

c) Release each Released Party from any and all Released Claims;

d) Determine that this Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the members of the Settlement Class; and

e) Preserve the Court's continuing and exclusive jurisdiction over the Settling Parties to this Agreement, including RCA Entities and all Participating Settlement Class Members, to administer, supervise, construe, and enforce this Agreement in accordance with its terms for the mutual benefit of the Settling Parties, but without affecting the finality of the Judgment.

14. REPRESENTATIONS AND WARRANTIES

14.1. Each signatory to this Agreement represents and warrants (i) that he, she, they, or it has all requisite power and authority to execute, deliver, and perform this Agreement and to consummate the transactions contemplated herein, (ii) that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of each signatory, and (iii) that this Agreement has been duly and validly executed and delivered by each signatory, and constitutes its legal, valid, and binding obligation.

14.2. RCA Entities will provide to the Settlement Administrator the Settlement Class List containing the list of Persons who appear to have been identified as potential Settlement Class Members during the alleged implementation period and represent and warrant such information is true and correct to the best of RCA Entities' knowledge, using best efforts and reasonably available information.

14.3. RCA Entities represent and warrant that (1) the Visitor Subclass subject to the release is estimated to contain no more than 1,311,129 persons, and (2) the Portal Subclass subject to the release is estimated to contain no more than 58,708 persons. These representations are material to the settlement.

15. NO ADMISSION OF LIABILITY OR WRONGDOING

15.1. RCA Entities, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, consider it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore have determined that this settlement on the terms set forth herein is in their best interests.

15.2. Neither the Settlement Agreement nor any actions taken to carry out the settlement are intended to be, nor may they be deemed or construed to be, an admission or concession of

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liability, or of the validity of any claim, defense, or of any point of fact or law on the part of RCA Entities.

16. MISCELLANEOUS PROVISIONS

16.1. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire agreement among the Settling Parties regarding the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Settling Parties, including the Settlement Term Sheet dated May 27, 2026. This Agreement may not be changed, modified, or amended except in writing signed by all Settling Parties, subject to Court approval.

16.2. Best Efforts. The Settling Parties agree that they will make all reasonable efforts needed to reach the Effective Date and fulfill their obligations under this Agreement. The Settling Parties acknowledge that it is their intent to consummate this Settlement Agreement and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions hereof.

16.3. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Illinois, applied without regard to laws applicable to choice of law.

16.4. Execution by Counterparts. This Agreement may be executed by the Settling Parties in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Electronic signatures and signatures transmitted by email shall be treated as original signatures and shall be binding.

16.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, assigns, executors, and legal representatives of each of the Settling Parties hereto.

16.6. Construction. For the purpose of construing or interpreting this Agreement, the Settling Parties agree that this Agreement is to be deemed to have been drafted equally by all Settling Parties hereto and shall not be construed strictly for or against any Settling Party.

16.7. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, provided that the fundamental terms of the settlement are not thereby materially altered.

16.8. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are an integral and material part of the Settlement and are hereby incorporated and made a part of the Agreement.

16.9. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16.10. Taxability. The RCA Entities do not make and have not made any representations regarding the taxability of any Settlement Benefit, Fee and Expense Award, and/or any other payments made pursuant to this Agreement. Each Class Representative and

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Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds pursuant to this Agreement.

16.11. Confirmatory Discovery. RCA Entities will provide appropriate declaration(s) confirming the pre-mediation information provided, including the efforts made to identify unique website traffic to the respective websites during the alleged implementation period at issue.

16.12. Statute of Limitations. The Settling Parties have spent substantial time negotiating this Settlement, during a portion of which it was impracticable, impossible, or futile to bring the Actions to trial. In the event that this Agreement is not approved by the Court or the Settlement is terminated or fails to become effective, the time period from the filing of the original complaint, to the date on which this Agreement is terminated or fails to become effective shall not count for the purpose of calculating any applicable limitations period for the claims at issue.

16.13. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next Business Day. The Settling Parties reserve the right to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

16.14. Notices. Any notice, instruction, application for Court approval, or other document to be given by any Settling Party to any other Settling Party shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, to the addresses below:

If to Plaintiffs or Class Counsel:

Ryan J. Clarkson
Yana Hart
Bryan P. Thompson
CLARKSON LAW FIRM, P.C.
22525 Pacific Coast Highway
Malibu, CA 90265
rclarkson@clarksonlawfirm.com
yhart@clarksonlawfirm.com
bthompson@clarksonlawfirm.com

David Almeida
Matthew J. Langley
ALMEIDA LAW GROUP LLC
849 West Webster Avenue
Chicago, IL 60614
david@almeidalawgroup.com
matt@almeidalawgroup.com

If to Defendants or Defendants' Counsel:

Jerome Doctors
COZEN O'CONNOR
601 S. Figueroa Street, Suite 3700
Los Angeles, CA 90017
Tel.: 213.892.7942
Fax: 213.892.7999
JDoctors@cozen.com

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IN WITNESS WHEREOF, the Settling Parties hereto have caused this Agreement to be personally signed as of the date indicated below.

DEFENDANTS:

Dated: 10/07/26 | 10:25 PM EDT, 2026

ILLINOIS RETINA ASSOCIATES, PLLC

Signed by:
By: Dr. Joseph Civantos
4E2585FA7B1D493...

Its: President

Dated: 10/07/26 | 3:48 PM PDT, 2026

NORTHERN CALIFORNIA ADVANCED SURGERY CENTER, LP

DocuSigned by:
By: E545D252641D44C...

Its: Managing Partner

Dated: 10/08/26 | 9:45 AM PDT, 2026

RETINA GROUP, INC. d/b/a RETINA CONSULTANTS OF AMERICA

Signed by:
By: Robert Grabow
43E42E8D6720436...

Its: CEO

FOR DEFENDANTS' COUNSEL:

Dated: October 7, 2026

COZEN O'CONNOR

By: _____
Jerome Doctors

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PLAINTIFFS:

Dated: 10 / 04 / 2026, 2026 By: Sarah Goodman

Sarah Goodman

Dated: 10 / 02 / 2026, 2026 By: _____

Stance Schudy

FOR PLAINTIFFS, CLASS REPRESENTATIVES, AND THE CLASS:

Dated: October 5, 2026

CLARKSON LAW FIRM, P.C.

By: _____
Ryan J. Clarkson
Yana Hart
Bryan P. Thompson

Dated: October 2, 2026

ALMEIDA LAW GROUP LLC

By: _____
Matthew J. Langley

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APPENDIX A — SETTLEMENT CALENDAR

EVENT	DATE	Referenced Section
Preliminary Approval Motion	Filed with Agreement	§ 4.2
Settlement Fund Deposit	30 Days after Preliminary Approval	§ 4.7.1
Notice Date	Within 30 Days after Preliminary Approval	§ 2.27
Fee/Expense Motion	14 Days before Objection Date	§ 12.1
Service Award Motion	14 Days before Objection Date	§ 11.1
Objection Date	45 Days after Notice Date	§ 2.30
Opt-Out Date	45 Days after Notice Date	§ 2.31
Claims Deadline	60 Days after Notice Date	§ 2.8
Final Approval Motion	21 Days before Final Fairness Hearing	§ 4.5
Service Awards Payment	Within 30 Days after Court order on fees/costs	§ 11.2
Fee Award Payment	Within 7 Days after the Court Order Awarding Attorneys' Fees and Costs is entered (subject to Stipulated Undertaking)	§ 12.2
Settlement Payments	Within 35 Days after later of Effective Date or claims processed	§ 6.4

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Check Cashing Deadline	90 Days after distribution	§ 5.8

APPENDIX B — EXHIBITS

EXHIBIT	DESCRIPTION	REFERENCED SECTION
A	Claim Form	§ 2.7
B	Email Notice	§ 2.17
C	Postcard Notice	§ 2.39
D	Final Approval Order	§ 2.19
E	Judgment	§ 2.22
F	Long Form Notice	§ 2.24
G	Preliminary Approval Order	§ 2.40
H	Stipulated Undertaking and Order	§ 12.2

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EXHIBIT A

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RCA Entities Privacy Settlement Administrator
P.O. Box XXXX
Baton Rouge, LA 70821

Your Claim Form must be postmarked or submitted online no later than [Deadline]

Sarah Goodman and Stance Schudy v. Illinois Retina Associates, PLLC, Northern California Advanced Surgery Center, LP, and Retina Group, Inc. d/b/a Retina Consultants of America

Case No. 2026-CH-05572

Circuit Court of Cook County, Illinois, County Department, Chancery Division

CLAIM FORM

I. GENERAL INSTRUCTIONS

You may complete and submit this Claim Form online or by mail if you are a Settlement Class Member. The Settlement Class consists of:

- **Portal Subclass:** 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.

- **Visitor Subclass:** 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 easiest way to submit a claim is online at [website] or you may complete and mail this claim form to the mailing address above.

Important: You must submit a claim to receive any monetary benefit. If you do nothing, you will receive nothing — but you will still be bound by this Settlement.

The Settlement provides the following benefits:

1) **Pro Rata Cash Subclass Payment:** The Settlement Fund of $4,500,000.00 is allocated as follows: $1,175,160.00 to the Portal Subclass and $3,324,840.00 to the Visitor Subclass. Class members receive a *pro rata* share of the fund allocated to their Subclass. No documentation is required to submit an initial Claim Form, although the Settlement Administrator may request additional information or verification as needed. **Individuals who qualify as both a Visitor and a Portal Subclass Member should identify as Portal Subclass Members.**

2) **Credit Monitoring and Insurance Services (CMIS):** All Class Members may elect to receive one (1) year of Credit Monitoring and other services, including up to $1,000,000 in identity theft insurance and

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one (1) bureau credit monitoring. If you already have credit monitoring, you may defer enrollment by 12 months at no additional charge.

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II. SETTLEMENT CLASS MEMBER INFORMATION

*All required information is marked with **

First Name* | Middle Initial | Last Name*

Mailing Address*

City* | State* | Zip Code*

Current Email Address* | Phone Number

Settlement Claim ID

III. SETTLEMENT BENEFITS

Pro Rata Cash Subclass Payment

Settlement Class Members can submit a Claim Form and receive a *pro rata* share of the Settlement Fund allocated to their Subclass. **Individuals who qualify as both a Visitor and a Portal Subclass Member should identify as Portal Subclass Members. Subclass eligibility will be determined by the Settlement Administrator based upon the information submitted and reasonably available Settlement Class data.**

☐ Check this box to certify that you are a Portal Subclass Member and wish to receive a Pro Rata Cash Subclass Payment.

☐ Check this box to certify that you are a Visitor Subclass Member and wish to receive a Pro Rata Cash Subclass Payment.

Credit Monitoring and Insurance Services (CMIS)

All Settlement Class Members who submit a valid Claim Form may elect to receive one (1) year of Credit Monitoring and other services, including up to $1,000,000 in identity theft insurance and one (1) bureau credit monitoring. If you already have credit monitoring services, you may elect to defer enrollment by 12 months at no additional charge.

☐ Check this box if you wish to receive credit monitoring and insurance services benefit.

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IV. SIGNATURE

I swear (or affirm) under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that I may be asked to provide more information by the Settlement Administrator before my claim is complete.

Printed Name*	Signature*	Date*

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EXHIBIT B

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If You Visited a Website or Patient Portal Operated by the RCA Entities During the Alleged Implementation Period of Meta Pixel and Other Web Tracking Technologies, You May Be Entitled to Money .

A court authorized this notice. This is not a solicitation from a lawyer.

This is a Court-authorized Class Notice of a proposed Settlement in a class action lawsuit, *Sarah Goodman and Stance Schudy v. Illinois Retina Associates, PLLC, Northern California Advanced Surgery Center, LP, and Retina Group, Inc. d/b/a Retina Consultants of America*, No. **2026-CH-05572** ("Action"), pending in the **Circuit Court of Cook County, Illinois, County Department, Chancery Division**. The Settlement will resolve a lawsuit brought on behalf of persons who allege the RCA Entities used Meta Pixel, Google Analytics, Google Tag Manager, and other web tracking technologies on their websites and patient portals to transmit personally identifiable information and protected health information to third parties, including Meta (Facebook) and Google, without consent, between October 24, 2019, and October 31, 2025. The RCA Entities deny these allegations, deny violations of any law, and deny all liability.

Who is a Class Member?

The Settlement Class consists of two subclasses:

• **Portal Subclass:** 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.

• **Visitor Subclass:** 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.

What are the benefits?

The Settlement provides the following benefits:

• **Pro Rata Cash Subclass Payment:** The Settlement Fund of $4,500,000.00 is allocated $1,175,160.00 to the Portal Subclass and $3,324,840.00 to the Visitor Subclass. No documentation required.

• **Credit Monitoring and Insurance Services (CMIS):** All Class Members may elect to receive one (1) year of Credit Monitoring and other services, including up to $1,000,000 in identity theft insurance and one (1) year of bureau credit monitoring.

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• **Business Practice Changes and Injunctive Relief:** The RCA Entities have agreed that for two (2) years from the Effective Date they will not deploy Meta Pixel or substantially similar cross-context behavioral advertising tracking technologies on the publicly available portions of their Websites for cross-context behavioral advertising, unless such deployment is consistent with applicable law.

What are my options?

- **Submit A Claim**: To receive benefits, you must submit a Claim Form online at **[SETTLEMENT WEBSITE URL]** or by mail. Claim Forms must be submitted or postmarked by **[CLAIMS DEADLINE]**. **If you do not submit a Claim Form, you will not receive Settlement benefits.**
- **Do Nothing:** If you do nothing, you remain in the Settlement. You give up your rights to sue but you will not get any compensation.
- **Exclude Yourself:** You may get out of the Settlement and keep your right to sue about the claims in this Action, but you will not get any compensation from the Settlement. To exclude yourself, submit a Request for Exclusion to the Settlement Administrator by **[OPT-OUT DEADLINE]**.
- **Object:** You may stay in the Settlement but tell the Court why you think the Settlement should not be approved. Your written objection must be submitted by **[OBJECTION DEADLINE]**. The Court will hear from any Settlement Class Member who attends the Final Fairness Hearing regardless of whether a prior written objection was submitted.
- **Attend a hearing:** The Court will hold the Final Fairness Hearing on **[FINAL APPROVAL HEARING DATE]** to consider whether the proposed Settlement is fair, reasonable, and adequate; to consider Class Counsel's request for attorneys' fees not to exceed **$1,575,000.00** (35% of the Settlement Fund) plus reasonable expenses estimated at [ESTIMATED EXPENSES]; and to consider Service Awards of **$5,000** for each Class Representative (**$10,000** total).

This is only a summary. For additional information, including a copy of the Settlement Agreement and other documents, visit **[SETTLEMENT WEBSITE URL]** or contact Class Counsel. You may also contact the Settlement Administrator to update your address or contact information by visiting the Settlement Website or calling **[TOLL-FREE NUMBER]**.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

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EXHIBIT C

Docusign Envelope ID: 225F7B05-F3AF-8B21-83CF-3AC0EF9390E3

Circuit Court of Cook County, Illinois, County Department, Chancery Division
Goodman v. Retina Consultants of America
Case No. 2026-CH-05572

Example QR Code. Replace this with case specific QR Code.

Class Action Notice

Authorized by the Court

Did you visit a website or patient portal operated by the RCA Entities between October 24, 2019, and October 31, 2025?

There is a $4,500,000 settlement of a lawsuit.

You may be entitled to money.

To be part of this settlement, you can respond by [date].

You can visit [website] to learn more.

Key things to know:

- This is an important legal document. If you take no action, any ruling from the court will apply to you, and you will not be able to sue RCA Entities about the same issues.
- You can choose to opt-out or object by [deadline]. See [website] for how.
- If you have questions or need assistance, please call [phone number]
- You can learn more at [website] or by scanning the QR code.

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Court-Approved Legal Notice

<<MAIL ID>>

<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

This is an important notice about a class action lawsuit.

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EXHIBIT D

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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,	)	**Case No. 2026-CH-05572**
Plaintiffs,	)	**Honorable Eve M. Reilly**
v.	)	**Calendar 7**
ILLINOIS RETINA ASSOCIATES, PLLC, NORTHERN CALIFORNIA ADVANCED SURGERY CENTER, LP, and RETINA GROUP, INC. d/b/a RETINA CONSULTANTS OF AMERICA,	)	**CLASS ACTION**
Defendants.	)	

[PROPOSED] FINAL APPROVAL ORDER

The Court having held a Final Fairness Hearing on [Final Fairness Hearing Date], and having considered the papers submitted to the Court and proceedings to date, and having considered all matters submitted to it at the Final Fairness Hearing and otherwise, and good cause appearing therefor,

It is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. Incorporation of Documents. The Settlement Agreement dated [Date], including its exhibits (the "Settlement Agreement"), and the definitions of words and terms contained therein are incorporated by reference in this Order. The terms of this Court's Preliminary Approval Order are also incorporated by reference in this Order.

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2. Jurisdiction. This Court has jurisdiction over the subject matter of the Action and over the Parties, including all members of the Settlement Class certified in this Court's Preliminary Approval Order: 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 Class are (1) the judges presiding over the Actions 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 executed and submitted 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.

3. Class Certification. The Court finds and determines that the Settlement Class, as defined in the Settlement Agreement and above, meets all of the legal requirements for class certification for settlement purposes under 735 ILCS 5/2-801. The Class is hereby finally certified for settlement purposes because:

A. The Settlement Class is sufficiently numerous such that joinder of all members is impracticable;

B. Common questions of law and fact predominate over any questions affecting only individual Class Members, including whether the RCA Entities used web tracking technologies to disclose personal and protected health information without consent;

C. The claims of Sarah Goodman and Stance Schudy are typical of the Class Members' claims;

D. Plaintiffs Sarah Goodman and Stance Schudy are appropriate and adequate representatives for the Settlement Class, and their attorneys — Ryan J.

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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 qualified to serve as Class Counsel for the Settlement Class; and

E. This Action is manageable as a class action.

4. Adequate Representation. The Court finds that Plaintiffs Sarah Goodman and Stance Schudy are appropriate and adequate representatives for the Settlement Class, and confirms their appointment as Class Representatives. The Court further confirms the appointment of 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, as Class Counsel. The Court finds that the Class Representatives and Class Counsel have fairly and adequately represented and protected the interests of the absent Settlement Class Members.

5. Arms-Length Negotiations. The Court finds that the proposed Settlement is fair, reasonable, and adequate based on the value of the Settlement and the relative risks and benefits of further litigation. The Settlement Agreement was arrived at after sufficient investigation and discovery and was the product of arms-length settlement negotiations between Plaintiffs, Class Counsel, and the RCA Entities.

6. Settlement Class Notice. Notice was given to the Class pursuant to the Preliminary Approval Order and the Settlement Agreement. The declaration from Settlement Administrator Eisner Advisory Group LLC attesting to the dissemination of Notice to the Settlement Class demonstrates compliance with this Court's Preliminary Approval Order. The Court finds that distribution of the Notice constituted the best notice practicable under the circumstances to all Class Members and fully met the requirements of 735 ILCS 5/2-801, any and all substantive and procedural due process rights guaranteed by the United States Constitution, and any other applicable law.

7. Settlement Class Response. A total of _____ Settlement Class Members submitted Approved Claims, and there have been ___ Objections and ___ Requests for Exclusion. [After careful consideration, the Court hereby overrules Objector ___'s Objection for the reasons stated on the record.] / [No Objections were received.] [The Court hereby orders that the individuals appearing on the attached list who submitted valid Requests for Exclusion are excluded from the Settlement Class.] / [No Settlement Class Members opted out.]

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8. Final Settlement Approval. The Court hereby finally approves the Settlement Agreement and the Settlement contemplated thereby, including all releases contained within the Settlement Agreement, and finds that its terms constitute, in all respects, a fair, reasonable, and adequate settlement as to all Settlement Class Members. The Court finds that the Settlement Agreement provides meaningful monetary and non-monetary benefits to the Settlement Class, as the RCA Entities have agreed to provide cash benefits from a non-reversionary gross Settlement Fund of $4,500,000.00, allocated $1,175,160.00 to the Portal Subclass and $3,324,840.00 to the Visitor Subclass, together with Credit Monitoring and Insurance Services and a two-year Business Practice Changes and Injunctive Relief commitment.

9. Attorneys' Fees and Costs. The Court approves payment of attorneys' fees to Class Counsel in the amount of $_____ plus their expenses and costs of $_____. This amount shall be paid from the Settlement Fund.

10. Service Awards. The Court approves Service Award payments of $_____ to each Class Representative, for a total of $_____.

11. Settlement Administrator. The Court finds that the Settlement Administrator, Eisner Advisory Group LLC, is entitled to recover costs in the amount of $_____ for settlement administration.

12. Dismissal. The Court hereby dismisses with prejudice all claims asserted against the RCA Entities by Plaintiffs and by all Settlement Class Members who did not timely and validly request exclusion from the Settlement Class. The Action is thereby dismissed in its entirety.

13. Release. Upon the Effective Date as defined in the Settlement Agreement, the Settlement Class Members shall be deemed to have, and by operation of the Judgment entered herein shall have, unconditionally, fully, and finally released and forever discharged the Released Parties from all Released Claims, as those terms are defined in the Settlement Agreement.

14. Injunction Against Released Claims. Each and every Settlement Class Member shall be enjoined from prosecuting the Released Claims in any proceeding in any forum against any of the Released Parties.

15. No Admission of Liability. The Settlement Agreement and any and all negotiations, documents, discussions, and actions associated with it will not be deemed or

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construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability or wrongdoing by the RCA Entities.

16. Findings for Purposes of Settlement Only. The findings and rulings in this Order are made for the purposes of settlement only and may not be cited or otherwise used to support the certification of any contested class or subclass in any other action.

17. Effect of Termination or Reversal. If for any reason the Settlement terminates or Final Approval is reversed or vacated, the Settlement and all proceedings will be without prejudice to the rights of any party. In such an event, the certification of the Settlement Class will be deemed vacated.

18. Retention of Jurisdiction. The Court reserves exclusive and continuing jurisdiction and venue with respect to the consummation, implementation, enforcement, construction, interpretation, performance, and administration of the Settlement Agreement.

19. Fees and Costs Otherwise. Except as otherwise provided in the Settlement Agreement or herein, the Parties are to bear their own attorneys' fees and costs.

20. Judgment. Judgment shall be entered separately in accordance with this Final Approval Order.

IT IS SO ORDERED.

ENTER:

Dated: _____ _____

Honorable Eve M. Reilly

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EXHIBIT E

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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,	)	**Case No. 2026-CH-05572**
Plaintiffs,	)	**Honorable Eve M. Reilly**
v.	)	**Calendar 7**
ILLINOIS RETINA ASSOCIATES, PLLC, NORTHERN CALIFORNIA ADVANCED SURGERY CENTER, LP, and RETINA GROUP, INC. d/b/a RETINA CONSULTANTS OF AMERICA,	)	**CLASS ACTION**
Defendants.	)	

[PROPOSED] JUDGMENT

For the reasons set forth in the Court's Final Approval Order, in the above-captioned matter as to the following classes of persons: 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.

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JUDGMENT IS HEREBY ENTERED as to the above-specified classes of persons and entities, Plaintiffs Sarah Goodman and Stance Schudy, and Defendants Illinois Retina Associates, PLLC, Northern California Advanced Surgery Center, LP, and Retina Group, Inc. d/b/a Retina Consultants of America, on the terms and conditions of the Class Action Settlement Agreement approved by the Court's Final Approval Order, dated [Date].

1. The Court, for purposes of this Judgment, adopts the terms and definitions set forth in the Settlement Agreement incorporated into the Final Approval Order.

2. All Released Claims of the Settlement Class Members are hereby released as against the RCA Entities and the Released Parties, as defined in the Settlement Agreement.

3. The claims of Plaintiffs and of all Settlement Class Members who did not timely and validly request exclusion from the Settlement Class are dismissed with prejudice, in accordance with the Court's Final Approval Order.

4. The Parties shall bear their own costs and attorneys' fees, except as set forth in the Final Approval Order.

5. This Judgment adopts and incorporates the reasonable attorneys' fees, costs, and Service Awards as set forth in the Final Approval Order.

6. The Court expressly finds that there is no just reason for delay in entry of this Judgment, and Judgment shall be entered forthwith.

7. The Court reserves exclusive and continuing jurisdiction and venue with respect to the consummation, implementation, enforcement, construction, interpretation, performance, and administration of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

JUDGMENT ENTERED this _____ day of _____, 20____.

ENTER:

_____
Honorable Eve M. Reilly
Circuit Court of Cook County, Illinois

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EXHIBIT F

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Class Action Notice — Authorized by the Court

Circuit Court of Cook County, Illinois, County Department, Chancery Division

Sarah Goodman and Stance Schudy v. Illinois Retina Associates, PLLC, Northern California Advanced Surgery Center, LP, and Retina Group, Inc. d/b/a Retina Consultants of America

Case No. 2026-CH-05572

DID YOU VISIT A WEBSITE OR PATIENT PORTAL OPERATED BY ILLINOIS RETINA ASSOCIATES, NORTHERN CALIFORNIA ADVANCED SURGERY CENTER, RETINA GROUP, INC. D/B/A RETINAL CONSULTANTS OF AMERICA, OR ANY OF THEIR RELATED ENTITIES? YOU MAY BE ENTITLED TO MONEY.

To be part of this settlement, you should: Read this notice. Respond by [CLAIMS DEADLINE — 60 DAYS AFTER NOTICE DATE].

SETTLEMENT CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT		
YOUR RIGHTS AND OPTIONS	**WHAT THEY MEAN**	**DEADLINES**
SUBMIT A CLAIM FORM	You must submit a claim to receive payment. You will be bound by the settlement. To find out how to submit a Claim Form, please read Question 12.	Received or postmarked on or before **DEADLINE**
EXCLUDE YOURSELF (OPT OUT)	Get no payment. Allows you to bring another lawsuit against the RCA Entities about the same issues at your own expense. To find out how to opt out, please read Questions 17 and 18.	Received or postmarked on or before **DEADLINE**
OBJECT	Tell the Court why you do not agree with some or all of the Settlement by submitting a written objection to the Settlement Administrator. You may object and still submit a Claim Form. See Question 19.	Received or postmarked on or before [DATE]
GO TO FINAL APPROVAL HEARING	Unless you exclude yourself (opt out) from the proposed Settlement, you may also ask to speak in Court about the Settlement. To find out how to do so, please read Questions 5.	**FINAL APPROVAL DATE**
DO NOTHING	Get no payment and receive no Settlement benefits. You will still give up any rights resolved by the settlement.	None

Para una notificación en Español, visite [SETTLEMENT WEBSITE URL].

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Important: If you do not take action, you will get nothing, but you will still be bound by the settlement, and your rights will be affected.

You can learn more at: **[SETTLEMENT WEBSITE URL]**

Deadlines may change. Check the Settlement Website at [SETTLEMENT WEBSITE URL] for the current dates before you act.

Any capitalized term that is not defined in this notice has the meaning given to it in the Settlement Agreement. If anything in this notice conflicts with the Settlement Agreement, the Settlement Agreement controls.

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Learning About the Lawsuit

1. Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Sarah Goodman and Stance Schudy v. Illinois Retina Associates, PLLC, Northern California Advanced Surgery Center, LP, and Retina Group, Inc. d/b/a Retina Consultants of America*, brought on behalf of individuals who visited websites or patient portals operated by the Defendants in that action and other retinal practices affiliated with Retina Consultants of America (collectively, the "RCA Entities"). Plaintiffs allege that during a certain period, the RCA Entities' websites and patient portals used web tracking technologies — including Meta Pixel, Google Analytics, and Google Tag Manager — that transmitted information about visitors and patients to third parties, including Meta (Facebook) and Google, without visitors' or patients' consent, between October 24, 2019, and October 31, 2025.

You received this notice because you may be a member of the group of people affected, called the "Class." This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

A Court approved this notice. Please do not contact the Court.

The Court overseeing this case is: Circuit Court of Cook County, Illinois, County Department, Chancery Division, Honorable Eve M. Reilly, Courtroom 2405.

2. What is this lawsuit about?

You can get a complete copy of the proposed settlement and other key documents at: **[SETTLEMENT WEBSITE URL]**.

In June 2026, Plaintiffs Sarah Goodman and Stance Schudy filed this class action against Illinois Retina Associates, PLLC; Northern California Advanced Surgery Center, LP, and Retina Group, Inc. d/b/a Retina Consultants of America. Plaintiffs allege that the RCA Entities installed and used web tracking technologies — including Meta Pixel, Google Analytics, and Google Tag Manager — on their public-facing websites and patient portals, and that these technologies transmitted information about visitors and patients to third parties, including Meta (Facebook) and Google, without visitors' or patients' consent. Plaintiffs further allege that this practice violated federal and state privacy laws, including the Electronic Communications Privacy Act, the Illinois Eavesdropping Act, and the California Confidentiality of Medical Information Act, and constituted common-law negligence and unjust enrichment. The RCA Entities deny all of Plaintiffs' allegations and deny any liability.

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3. What is a class action?

In a class action, one or more people — called class representatives — sue on behalf of a larger group of people who have similar claims. Here, the class representatives are Sarah Goodman and Stance Schudy. One judge decides the issues for everyone in the class, except for those who opt out. Because the parties have reached a settlement, the Court is being asked to decide whether that settlement is fair, reasonable, and adequate for the whole class — not to decide who would have won at trial.

4. Why is there a settlement in this lawsuit?

A class action settlement is an agreement between the parties to resolve and end the case. In 2026, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation. The Court has not decided this case in favor of either side.

5. What happens next in this lawsuit?

The Court will hold a Final Fairness Hearing to decide whether to approve the settlement. The hearing will be held at:

Where: **[HEARING COURTROOM AND ADDRESS]**

When: **[HEARING TIME]** on **[FINAL APPROVAL HEARING DATE]**.

Payments will only be made if the Court approves the settlement. The date of the hearing may change without further notice. To learn more and confirm the hearing date, go to **[SETTLEMENT WEBSITE URL]**.

You do not have to attend the Final Fairness Hearing, and you do not have to hire a lawyer. If you do attend and ask to speak, the Court will hear from you.

Learning About the Settlement

6. What does the settlement provide?

The RCA Entities have agreed to pay $4,500,000.00 into a non-reversionary Settlement Fund. This money will be divided between two subclasses and used to pay Settlement Payments to class members who submit valid Claim Forms, along with costs and fees approved by the Court, including the cost of administering this settlement (expected to be approximately [ESTIMATED ADMINISTRATION COSTS]).

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The Settlement Fund is allocated as follows: $1,175,160.00 to the Portal Subclass Fund and $3,324,840.00 to the Visitor Subclass Fund.

Credit Monitoring and Insurance Services (CMIS). All Settlement Class Members who submit a valid Claim Form may elect to receive one (1) year of Credit Monitoring and other services, including up to $1,000,000 in identity theft insurance and one (1) bureau credit monitoring. If you already have credit monitoring services, you may elect to defer enrollment by 12 months at no additional charge.

Business Practice Changes and Injunctive Relief. The RCA Entities have also agreed that for a period of two (2) years from the Effective Date, they will not deploy Meta Pixel or other substantially similar cross-context behavioral advertising tracking technologies on the publicly available portions of their Websites for the purpose of cross-context behavioral advertising, unless such deployment is consistent with applicable law.

If there is money left over after the claims process is completed, it will first be redistributed to class members who submitted valid claims, so long as that is economically feasible and no class member ends up with more than two times their original payment. If any money still remains after that, it will be distributed to a cy pres recipient agreed upon by the Settling Parties and approved by the Court.

7. How do I know if I am part of this settlement?

You are a member of the Settlement Class if you are one of the following:

• **Portal Subclass:** 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 (approximately 58,708 persons).

• **Visitor Subclass:** 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 (approximately 1,311,129 persons).

8. Am I excluded from this settlement?

Some people are not part of the Settlement Class even if they otherwise fit one of the descriptions above. The following are excluded:

- the judges presiding over this case and the earlier related case, and members of their families;

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- the RCA Entities, their subsidiaries, parent companies, successors, and predecessors, any entity in which the RCA Entities or their parents have a controlling interest, and their current and former officers and directors;
- anyone who submits a valid and timely request to be excluded before the opt-out deadline;
- the lawyers for Plaintiffs and the lawyers for the RCA Entities; and
- the successors or assigns of any excluded person.

If you fall into one of these groups, you cannot submit a claim, and you are not bound by the settlement.

9. How much will my payment be?

You must file a Claim Form if you wish to receive Settlement benefits. If you do not file a Claim Form, you will not receive any Settlement benefits but will still be bound by the Settlement Agreement.

Class members may submit a Claim Form — no documentation required — to receive a pro rata share of the Settlement Fund allocated to their Subclass. The Portal Subclass Fund is divided among Portal Subclass Members who submit valid claims; the Visitor Subclass Fund is divided among Visitor Subclass Members who submit valid claims. Because the Portal Subclass Fund ($1,175,160.00) is divided among fewer individuals than the Visitor Subclass Fund ($3,324,840.00), per-capita payments to Portal Subclass Members are expected to be substantially larger than per-capita payments to Visitor Subclass Members. **Individuals who qualify as both a Visitor and a Portal Subclass Member should identify as Portal Subclass Members.**

What You Give Up

10. What am I giving up as part of this settlement?

If the Court approves the settlement and it becomes final, you give up your right to sue the RCA Entities and the other released parties over the claims this settlement resolves. This is called a "release." It applies to you unless you opt out.

The claims you give up are all claims of every kind — federal, state, or local; statutory, equitable, or common law; brought individually or on behalf of others — that arise out of or relate to the facts giving rise to this lawsuit, including any claim relating in any way to the collection, storage, dissemination, disclosure, sharing, or use of data to or from the RCA Entities' Websites. That includes claims that your data was shared with third parties without your consent. The release also covers the claims in the earlier related case, *Stance Schudy v. Northern California Advanced Surgery Center, LP*, No. 24-cv-02700 (E.D. Cal.), which will be dismissed after this settlement becomes final.

The release does **not** cover:

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- medical malpractice claims or other claims for bodily or personal injury;
- claims to enforce the Settlement Agreement itself; or
- the claims of anyone who validly and timely opts out of the settlement.

The people and entities released are the RCA Entities and each of their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors, assigns, and insurers, and each of those entities' former and present directors, trustees, officers, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, reinsurers, and subrogees.

The complete release language is in Sections 2.40, 2.41, and 4.6 of the Settlement Agreement, which is available at [SETTLEMENT WEBSITE URL]. Read it carefully. If you have questions about what the release means for you, you can talk to the lawyers listed below at no cost, or hire your own lawyer at your own expense.

Deciding What to Do

11. How do I weigh my options?

Options	Submit a Claim	Opt out	Object	Do Nothing
Can I receive settlement money?	YES	NO	YES	NO
Am I bound by the terms of this lawsuit?	YES	NO	YES	YES
Can I pursue my own case?	NO	YES	NO	NO
Will the class lawyers represent me?	YES	NO	NO	YES

You can object to the settlement AND submit a Claim Form to receive payment. If you object but do not submit a Claim Form, you will receive nothing if the Court overrules your objection and approves the settlement.

Submitting a Claim

12. How do I get a payment if I am a class member?

If you wish to receive money, you must submit a completed Claim Form to the Settlement Administrator online at **[SETTLEMENT WEBSITE URL]** or download a Claim Form and mail it to the Settlement Administrator at:

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Eisner Advisory Group LLC
c/o EAG
P.O. Box [PO BOX NUMBER]
[CITY, STATE ZIP]
[TOLL-FREE NUMBER]

If you do not submit a Claim Form, you will not receive any Settlement benefits.

13. How will my claim be decided?

The Settlement Administrator reviews every Claim Form to decide whether it is timely, complete, and valid. If the Administrator finds a problem with your claim for any reason other than late submission, it will notify you of the problem within fourteen (14) days of that determination, and you will have thirty (30) days to fix it and resubmit. You will not receive a notice if your claim is simply late. If you do not fix the problem in time, your claim will be denied and you will be told.

The Administrator also uses standard fraud-prevention measures to confirm that claims are submitted only by class members, that no one submits more than one claim, and that no one claims more than they are entitled to receive.

14. When will I get my payment?

No payments will be made unless and until the Court grants final approval of the settlement and that approval becomes final — meaning the time to appeal has passed, or any appeals have been resolved in favor of the settlement. That can take time, sometimes a year or more. Please be patient.

Once the settlement becomes final, the Settlement Administrator will issue payments within thirty-five (35) days after the later of (1) the date the settlement becomes final, or (2) the date all Claim Forms have been processed.

You can choose on your Claim Form whether to receive your payment as a check sent by U.S. mail or through a digital payment method such as PayPal or Venmo. If you receive a check, you must deposit or cash it within ninety (90) days. After that, the check is void.

15. Do I have a lawyer in this lawsuit?

In a class action, the Court appoints class representatives and lawyers to work on the case and represent the interests of all class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers:

Ryan J. Clarkson, Yana Hart, and Bryan P. Thompson of Clarkson Law Firm, P.C.

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22525 Pacific Coast Highway
Malibu, California 90265

David S. Almeida and Matthew J. Langley of Almeida Law Group LLC
849 West Webster Avenue
Chicago, Illinois 60614

If you want to be represented by your own lawyer, you may hire one at your own expense.

16. Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. You will not have to pay the lawyers directly. Your lawyers will request, as part of the Final Approval of this Settlement, that the Court approve a payment of up to **$1,575,000.00** (equal to 35% of the Settlement Fund) in attorneys' fees, plus reimbursement of out-of-pocket expenses, currently estimated at [ESTIMATED EXPENSES].

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are otherwise fair.

Your lawyers will also ask the Court to approve service awards of **$10,000** total to the Class Representatives (**$5,000** per representative, for the two (2) Class Representatives) for the time and effort they contributed to the case. The RCA Entities have not agreed to any amount of attorneys' fees, costs, or service awards. The Court will decide what amounts, if any, to approve. The settlement will go forward regardless of how the Court rules on fees and service awards.

Opting Out

17. What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case. If you opt out, you also give up the right to object to the settlement, and you will not receive any benefit from it.

18. How do I opt out?

To opt out of the settlement, you must send a written request for exclusion to the Settlement Administrator, either by email at the address posted on the Settlement Website or by U.S. mail to the address above. An opt-out form is posted on the Settlement Website that you may use. Your

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request must be emailed or postmarked no later than **[OPT-OUT DEADLINE — 45 DAYS AFTER NOTICE DATE]**. Your request for exclusion must:

- identify the case name and number, *Sarah Goodman and Stance Schudy, et al. v. Illinois Retina Associates, PLLC, et al., Case No. 2026-CH-05572 (Circuit Court of Cook County, Illinois)*;
- state your full name, current physical mailing address, and telephone number;
- be personally signed by you; and
- clearly state that you want to be excluded — for example, "I hereby request to be excluded from the proposed Settlement Class in *Sarah Goodman and Stance Schudy, et al. v. Illinois Retina Associates, PLLC, et al., Case No. 2026-CH-05572 (Circuit Court of Cook County, Illinois)*."

You must opt out for yourself. No one may request exclusion on behalf of a group of people through a "mass" or "class" opt-out. **The Court will consider any communication that reasonably indicates an intent to be excluded from the settlement.**

Objecting

19. What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it. The Court will consider your views. **The Court will hear from any Settlement Class Member who attends the Final Fairness Hearing and wishes to speak regarding his or her objection, regardless of whether a prior written objection was submitted.**

To object, send a letter or email to the Settlement Administrator that:

- is postmarked or received via email by [OBJECTION DEADLINE];
- includes the case name and number, Sarah Goodman and Stance Schudy v. Illinois Retina Associates, PLLC, Northern California Advanced Surgery Center, LP, and Retina Group, Inc. d/b/a Retina Consultants of America, Case No. 2026-CH-05572;
- includes your full name, current physical mailing address, and telephone number;
- states whether your objection applies only to you, to a subset of the Settlement Class, or to the entire Settlement Class;
- states the specific grounds for your objection and includes any documents or writings you want the Court to consider;
- identifies any and all counsel representing you;
- says whether you or your lawyer intend to appear at the Final Fairness Hearing; and
- bears your personally signed signature.

Mail or email the letter to the Settlement Administrator at the address above.

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You do not need to file your objection with the Court. The Settlement Administrator will forward every objection it receives to Class Counsel and to the RCA Entities' counsel. The Court will hear from any class member who attends the Final Fairness Hearing and asks to speak about an objection, whether or not the written objection said you intended to appear.

Doing Nothing

20. What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the settlement and its "release" provisions. That means you won't be able to start, continue, or be part of any other lawsuit against the RCA Entities about the issues in this case. The claims you give up are described above under "What am I giving up as part of this settlement?"

Key Resources

21. How do I get more information?

Resource	**Contact Information**
Settlement Website	[SETTLEMENT WEBSITE URL]
Settlement Administrator	Eisner Advisory Group LLC (EAG), P.O. Box [PO BOX NUMBER], [CITY, STATE ZIP], [TOLL-FREE NUMBER]
Your Lawyers	Ryan J. Clarkson, Yana Hart, Bryan P. Thompson Clarkson Law Firm, P.C. 22525 Pacific Coast Highway Malibu, California 90265 And David S. Almeida and Matthew J. Langley Almeida Law Group LLC 849 West Webster Avenue Chicago, Illinois 60614
Court (**DO NOT CONTACT**)	Circuit Court of Cook County, Illinois, County Department, Chancery Division, Honorable Eve M. Reilly, Courtroom 2405

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

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EXHIBIT G

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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,	)	**Case No. 2026-CH-05572**
Plaintiffs,	)	**Honorable Eve M. Reilly**
v.	)	**Calendar 7**
ILLINOIS RETINA ASSOCIATES, PLLC, NORTHERN CALIFORNIA ADVANCED SURGERY CENTER, LP, and RETINA GROUP, INC. d/b/a RETINA CONSULTANTS OF AMERICA,	)	**CLASS ACTION**
Defendants.	)	

[PROPOSED] 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.

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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, arms-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 Actions 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

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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.

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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 post the Long Form Notice on the Settlement Website. 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

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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. 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	Within fourteen (14) Days after entry of this Order
Settlement Fund Deposit (Settlement Agreement § 4.7.1)	Within thirty (30) Days after entry of this Order
Notice Date (Settlement Administrator commences Class Notice)	Within thirty (30) Days after entry of this Order

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Motions for Attorneys' Fees, Expenses, and Service Awards filed	Fourteen (14) Days before the Objection Date
Objection Date	Forty-five (45) Days after the Notice Date
Opt-Out Date	Forty-five (45) Days after the Notice Date
Claims Deadline	Sixty (60) Days after the Notice Date
Motion for Final Approval	Twenty-one (21) Days before the Final Fairness Hearing
Final Fairness Hearing	[Final Fairness Hearing Date]

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 Date 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 and Opt-Out deadlines, to the Court.

17. Final Fairness Hearing. The Court shall conduct a Final Fairness Hearing to determine final approval of the Settlement Agreement on [Final Fairness Hearing Date] at [Time] 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 files a valid opt-out notice.

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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

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EXHIBIT H

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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,	)	**Case No. 2026-CH-05572**
Plaintiffs,	)	**Honorable Eve M. Reilly**
v.	)	**Calendar 7**
ILLINOIS RETINA ASSOCIATES, PLLC, NORTHERN CALIFORNIA ADVANCED SURGERY CENTER, LP, and RETINA GROUP, INC. d/b/a RETINA CONSULTANTS OF AMERICA,	)	**CLASS ACTION**
Defendants.	)	

STIPULATED UNDERTAKING AND ORDER RE ATTORNEYS' FEES' AND COSTS

Plaintiffs Sarah Goodman and Stance Schudy ("Plaintiffs"), and Defendants Illinois Retina Associates, PLLC, Northern California Advanced Surgery Center, LP, and Retina Group, Inc. d/b/a Retina Consultants of America (collectively, "Defendants" or the "RCA Entities"), by and through their undersigned counsel, stipulate and agree as follows:

WHEREAS, Class Counsel (as defined in the underlying Class Action Settlement Agreement, the "Settlement Agreement") and their law firms desire to give an undertaking (the "Undertaking") for repayment of their award of attorneys' fees and costs, as required' by Section 12.2 of the Settlement Agreement and as approved by the Court; and

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

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NOW, THEREFORE, each of the undersigned Class Counsel, on behalf of themselves as individuals and as agents for their respective law firms, hereby submit themselves and their law firms to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

1. Submission to Jurisdiction. By receiving any payments pursuant to the Settlement Agreement, Clarkson Law Firm, P.C. and Almeida Law Group LLC submit to the exclusive and continuing jurisdiction of the Circuit Court of Cook County, Illinois, County Department, Chancery Division, for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

2. Several Liability—No Joint Obligation. Each Class Counsel law firm shall be severally liable only for its own proportionate share of any repayment obligation arising under this Undertaking. No Class Counsel firm shall bear any obligation or liability for the share attributable to any other Class Counsel firm. In the event of a partial reversal or reduction of the Fee and Expense Award, each firm's repayment obligation shall be pro-rated' in proportion to its share of the original Fee and Expense Award.

3. Fee Payment. Consistent with Section 12.2 of the Settlement Agreement, the Settlement Administrator shall pay the Court-awarded Fee and Expense Award to Class Counsel from the Settlement Fund within seven (7) Days after entry of the Court Order awarding attorneys' fees and costs', notwithstanding any appeals or any other proceedings which may delay the Effective Date of the Settlement.

4. Repayment Obligation. If the Fee and Expense Award, or any part of it, is overturned, reduced, vacated, or otherwise modified on appeal or otherwise, then within fifteen (15) Business Days of such event, each Class Counsel firm shall be obligated by Court order to return its proportionate share of any difference between the amount of the original award and any reduced or vacated award. No interest shall accrue on any repayment obligation. The difference shall be returned to the Settlement Fund for distribution in accordance with the Settlement Agreement.

5. Incorporation. The terms set forth herein are expressly incorporated into the Class Action Settlement Agreement and shall be binding as if fully set forth therein.

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6. Expiration. This Undertaking and all obligations set forth herein shall expire upon the finality of all direct appeals of the Final Approval Order and Judgment.

7. Enforcement. In the event any Class Counsel firm fails to repay to the Settlement Fund any attorneys' fees and costs owed' pursuant to this Undertaking, the Court shall, upon application of Defendants and notice to Class Counsel, summarily issue orders, including but not limited to judgments and attachment orders, against such Class Counsel firm for the unpaid sum.

8. Authority. The undersigned stipulate, warrant, and represent that they have both actual and apparent authority to enter into this Stipulation, Agreement, and Undertaking on behalf of their respective law firms and client-parties to this Action.

9. Counterparts. This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures by facsimile, PDF, or electronic transmission shall be as effective as original signatures.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: [Date] Clarkson Law Firm, P.C.

By: /s/ _____
Ryan J. Clarkson, Yana Hart, Bryan P. Thompson
22525 Pacific Coast Highway
Malibu, California 90265
Tel: (213) 788-4050

Counsel for Plaintiffs and the Settlement Class

DATED: [Date] Almeida Law Group LLC

By: /s/ _____
David S. Almeida, Matthew J. Langley
849 West Webster Avenue
Chicago, Illinois 60614
Tel: (312) 576-3024

Co-Counsel for Plaintiffs and the Settlement Class

DATED: [Date] Cozen O'Connor

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By: /s/ _____

Jerome Doctors
601 S. Figueroa Street, Suite 3700
Los Angeles, California 90017
Tel: (213) 892-7942

Counsel for Defendants

IT IS SO ORDERED.

Dated: _____ _____

Honorable Eve M. Reilly

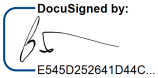
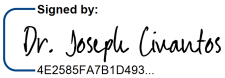
Certificate Of Completion

Envelope Id: 225F7B05-F3AF-8B21-83CF-3AC0EF9390E3
Status: Completed
Subject: Complete with Docusign: 2026.10.06 - Retinal Settlement Agreement w. Exhibits JPD Final.pdf
Source Envelope:
Document Pages: 75
Signatures: 3
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Jerome Doctors
One Liberty Place, 1650 Market Street, Suite 2800
Philadelphia, PA 19103
JDoctors@cozen.com
IP Address: 131.239.143.46

Record Tracking

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Signer Events	Signature	Timestamp
Dr. Joel A. Pearlman pearlmanj@retinalmd.com Managing Partner Security Level: Email, Account Authentication (None)	DocuSigned by:  E545D252641D44C... Signature Adoption: Drawn on Device Using IP Address: 2600:1013:b01f:3469:5c9b:1639:6132:463e Signed using mobile	Sent: 10/7/2026 3:10:23 PM Viewed: 10/7/2026 3:48:22 PM Signed: 10/7/2026 3:48:35 PM
Electronic Record and Signature Disclosure: Accepted: 10/7/2026 3:48:22 PM ID: a51832d6-fc9a-4748-8b25-b5ec38bed839		
Dr. Joseph Civantos jcivantos@illinoisretina.com President Security Level: Email, Account Authentication (None)	Signed by:  4E2585FA7B1D493... Signature Adoption: Pre-selected Style Using IP Address: 2600:1700:ea50:7d80:64a4:490a:f9e5:4e88	Sent: 10/7/2026 3:10:22 PM Viewed: 10/7/2026 7:24:46 PM Signed: 10/7/2026 7:25:12 PM
Electronic Record and Signature Disclosure: Accepted: 10/7/2026 7:24:46 PM ID: bcece837-b8ef-4ea0-9acc-d9836ac68769		
Robert Grabow rgrabow@retinaconsultantsofamerica.com CEO Retina Consultants of America Security Level: Email, Account Authentication (None)	Signed by:  43E42F8D6720436... Signature Adoption: Pre-selected Style Using IP Address: 163.116.253.66	Sent: 10/7/2026 3:10:23 PM Viewed: 10/8/2026 9:45:34 AM Signed: 10/8/2026 9:45:59 AM
Electronic Record and Signature Disclosure: Accepted: 10/8/2026 9:45:34 AM ID: d6ee06a5-c0ec-401f-b2ca-958fd14ed1cf		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2026 3:10:23 PM
Certified Delivered	Security Checked	10/8/2026 9:45:34 AM
Signing Complete	Security Checked	10/8/2026 9:45:59 AM
Completed	Security Checked	10/8/2026 9:45:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Cozen O'Connor (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Cozen O'Connor:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Cozen O'Connor of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at SLSO@cozen.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Cozen O'Connor

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to SLSO@cozen.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Cozen O'Connor

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Cozen O'Connor as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Cozen O'Connor during the course of your relationship with Cozen O'Connor.