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 RETINA CONSULTANTS OF AMERICA, OR ANY OF THEIR RELATED ENTITIES? YOU MAY BE ENTITLED TO COMPENSATION.

To be part of this settlement, you should: Read this notice. Respond by January 15, 2027.

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 **January 15, 2027**
EXCLUDE YOURSELF (OPT OUT)	Get no payment. Allows you to bring another lawsuit against the Retina 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 **December 31, 2026**
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 **December 31, 2026**
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 Question 5.	**February 22, 2027, at 9:30 a.m. CST**
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 www.RetinaSettlement.com

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: **www.RetinaSettlement.com**.

Deadlines may change. Check the Settlement Website at www.RetinaSettlement.com 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 "Retina Entities"). Plaintiffs allege that during a certain period, the Retina 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: **www.RetinaSettlement.com**.

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 Retina 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 Retina Entities deny all of Plaintiffs' allegations and deny any liability.

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: **Courtroom 2405 of the Richard J. Daley Center, located at 50 W. Washington St., Chicago, Illinois 60602**

When: **Monday, February 22, 2027** at **9:30 a.m. CST**

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 **www.RetinaSettlement.com**.

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 Retina 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 $300,000).

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 Retina 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 Retina 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 Retina 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 (no more than 1,311,129 persons).

"Retina 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.

A List of the websites at issue is below:

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

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;
- the Retina Entities, their subsidiaries, parent companies, successors, and predecessors, any entity in which the Retina 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 Retina 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 Retina 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 Retina 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:

- 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 Retina 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 2.43, 2.44, 2.45 and 4.6 of the Settlement Agreement, which is available at www.RetinaSettlement.com. 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 **www.RetinaSettlement.com** or download a Claim Form and mail it to the Settlement Administrator at:

Retina Settlement Administrator
P.O. Box 3958
Baton Rouge, LA 70821

Your Claim Form must be submitted online or postmarked by **January 15, 2027**. 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, Zelle, 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.
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 not to exceed $50,000.

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 Retina 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 info@RetinaSettlement.com or by U.S. mail to the address in Question 12. An opt-out form is posted on the Settlement Website that you may use. Your request must be emailed or postmarked no later than **December 31, 2026**. 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 December 31, 2026;
- 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 the letter to the Settlement Administrator at the address in Question 12, or email it to info@RetinaSettlement.com. 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 Retina 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 Retina 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	www.RetinaSettlement.com
Settlement Administrator	Retina Settlement Administrator P.O. Box 3958 Baton Rouge, LA 70821 1-855-912-3786 info@RetinaSettlement.com
Your Lawyers	Ryan J. Clarkson, Yana Hart, and 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.