

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

KENSANDRA SMITH and MARY ELLEN
NILLES, *individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.

LOYOLA UNIVERSITY MEDICAL
CENTER,

Defendant.

Case No. 1:23-cv-15828

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND MEMORANDUM IN SUPPORT**

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Plaintiffs Kensandra Smith and Mary Ellen Nilles, on behalf of themselves and all others similarly situated, by and through undersigned counsel, submit this Memorandum of Law in Support of their Unopposed Motion for Preliminary Approval of Class Action Settlement. Defendant Loyola University Medical Center (“LUMC” or “Defendant” and collectively with Plaintiffs, the “Parties”) does not oppose the relief sought by this motion. Plaintiffs respectfully request that this Honorable Court grant preliminary approval of the proposed class action settlement under Federal Rule of Civil Procedure 23.¹

INTRODUCTION

Plaintiffs commenced this putative class action lawsuit by filing a complaint asserting various statutory and common law claims based on their allegations that Defendant installed, configured, and used tracking tools on its website to collect and to divulge personal information. Following a motion to dismiss order granting in part and denying in part Defendant’s motion to dismiss plaintiffs’ Complaint, the Parties engaged in formal and informal discovery. The Parties subsequently agreed to participate in a full-day mediation in January 2025. Thereafter, the Parties exchanged additional information, prepared mediation statements, and participated in a full-day mediation presided over by the Hon. Morton Denlow (Ret.) of JAMS on January 16, 2025.

The mediation was successful, and the Parties were able to reach an agreement in principle to resolve this case on a class-wide basis. If approved, the Settlement will provide significant monetary benefits as Defendant will establish a \$2,665,264.00 non-revisionary common fund which—after deducting for all court-approved costs and expenses—will be distributed to the

¹ A proposed Preliminary Approval Order is attached as Exhibit D to the Settlement Agreement, which is attached to the Joint Declaration of Counsel (the “Joint Declaration”) (Exhibit A hereto).

Settlement Class Members on a pro rata basis.² Throughout the pendency of the case, Defendant has disputed and continues to dispute the merits of Plaintiffs' claims. Foregoing years of potentially protracted litigation and instead receiving monetary remuneration in the near term is an excellent result for Settlement Class Members. The proposed Settlement is within the range of reasonableness and warrants the provision of class notice so that Settlement Class Members may be apprised as to the terms of the Settlement and weigh in with their responses, which undersigned Class Counsel expect to be overwhelmingly positive.

Given the strength and overall fairness of this Settlement, Plaintiffs respectfully request that this Court: (i) preliminarily approve the Settlement as fair, adequate, reasonable and within the reasonable range of possible final approval; (ii) appoint Plaintiffs Kassandra Smith and Mary Ellen Nilles as Class Representatives; (iii) appoint Almeida Law Group LLC and Jennings & Earley PLLC as Class Counsel; (iv) provisionally certify the Settlement Class under Federal Rule of Civil Procedure 23(b)(3) and (e) for settlement purposes only; (v) approve the Parties' proposed notice program and confirm that it is appropriate notice that satisfies due process and Rule 23; (vi) schedule a Final Approval Hearing and (vii) set deadlines for Settlement Class Members to submit claims and to object to or exclude themselves from the Settlement.

BACKGROUND

On September 26, 2023, Plaintiffs Kassandra Smith and Mary Ellen Nilles filed their putative Class Action Complaint in the Circuit Court of Cook County, Illinois County Department, Chancery Division, alleging claims for violation of the Electronic Communications Privacy Act for Unauthorized Interception, Use, and Disclosure; negligence; invasion of privacy; breach of

² Unless otherwise indicated, capitalized terms refer to and have the same meaning as those set forth in the Settlement Agreement ("Settlement Agreement" or "S.A."), which is attached as Exhibit 1 to the Joint Declaration.

implied contract; unjust enrichment; breach of implied duty of confidentiality; violation of the Illinois Consumer Fraud and Deceptive Business Practices Act; and violation of the Illinois Eavesdropping Statute. On September 9, 2023, Defendant removed the state court case to the United States District Court for the Northern District of Illinois captioned *Smith, et al. v. Loyola University Medical Center*, 1:23-cv-15828. *See* ECF No. 1 On January 26, 2024, Plaintiffs amended their complaint. *See* ECF Nos. 19 & 22 (the “Amended Complaint”).

On March 26, 2024, Defendant filed a Motion to Dismiss Plaintiffs’ Amended Complaint pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6). *See* ECF No. 32. On April 25, 2024, Plaintiffs filed their Opposition to Defendant’s Motion to Dismiss. *See* ECF No. 39. On May 2, 2024, Defendant filed its Reply. *See* ECF No. 40. On July 9, 2024, Judge Daniel issued a Memorandum and Opinion and Order granting in part and denying in part Defendant’s Motion to Dismiss. *See* ECF No. 45. The Court denied Defendant’s motion with respect to the following claims: (i) violation of the Electronic Communications Privacy Act for an Unauthorized Interception, Use, and Disclosure; (ii) negligence; and (ii) violation of the Illinois Eavesdropping Statute.

Thereafter, the Parties began formal discovery under the guidance of Magistrate Judge M. David Weisman. In October 2024, following informal and formal discovery, the Parties agreed to mediate before the Hon. Morton Denlow (Ret.) in January 2025. From October 2024 to January 2025, the Parties continued informal discovery and settlement-related communications. On January 16, 2024, the Parties engaged in a full-day mediation before Judge Denlow. The mediation resulted in a class-wide settlement in principle and thereafter the Parties worked extensively to negotiate and execute a formal settlement agreement, which is submitted herewith.

SUMMARY OF THE PROPOSED SETTLEMENT

As detailed herein, the proposed Settlement provides a straightforward claims process by which Settlement Class Members may obtain an award from the Settlement or exclude themselves or object. In exchange for monetary and non-monetary benefits, the Settlement Class Members will release any and all claims against Defendant arising from or related in any way to the claims that have been brought or could have been brought in the Litigation.

I. The Settlement Class.

Plaintiffs propose, for settlement purposes only, that this Court certify the Settlement Class, defined as: All persons who logged into the LUMC MyChart patient portal account at least once from January 1, 2018 through December 31, 2022. S.A. ¶ 1.26. The Settlement Class consists of approximately 333,158 members. *Id. See* Joint Decl. ¶¶ 5, 33. A Settlement Class Member is any Person who falls within the definition of the Settlement Class. S.A. ¶ 1.27. The Settlement Class shall not include Defendant, its affiliates, parents, subsidiaries, officers, directors, and the judge(s) presiding over this matter and their clerk(s). *Id.* ¶ 1.26.

II. Class Member Benefits under the Settlement.

The Settlement provides Class Members with timely and tangible benefits targeted at remediating the specific harms they allegedly suffered using Defendant's Website as detailed in the Amended Complaint. The monetary benefits of the Settlement are available to all Settlement Class Members through the \$2,665,264.00 Settlement Fund to be funded by Defendant. S.A. ¶ 2.1. Defendant will also provide non-monetary benefits by stopping the use of tracking technologies without prominent disclosures through the use of a "cookie banner" or certain technology that sanitizes the information collected via tracking technologies. *Id.* ¶ 4.5.

III. Settlement Administration & Notice to the Class.

Subject to court approval, the Parties have jointly selected and retained Verita Global, LLC (“Verita”) to serve as the Settlement Administrator. S.A. ¶ 1.24. Verita is extremely experienced in administering data privacy and security class action settlements. *See* Declaration of Snow Wallace Regarding Settlement Notice Plan (“Wallace Decl.”) (attached as Exhibit 4 to the Joint Declaration).

Defendant represents that they possess contact information for the Settlement Class Members. In accordance with the Settlement Agreement, Defendant shall provide the Settlement Administrator with the names as well as last known email address and last known home address for each Settlement Class Member within twenty-one (21) days of the Court’s entry of an order granting preliminary approval of the Settlement. S.A. ¶ 4.1. The Settlement Administrator shall then send the Short-Form Notice to all Settlement Class Members within thirty (30) days following the entry of the Preliminary Approval Order. *Id.* ¶ 4.2. Notice shall be provided by email to the greatest extent possible. *Id.* ¶ 4.3. To the extent that an email address is not available for a Settlement Class Member, notice shall be provided by USPS regular mail within thirty (30) days following the entry of the Preliminary Approval Order. *Id.* A second (follow-up reminder) email notice shall then be sent between 30 and 45 days before the close of the Claims Deadline. *Id.*

In addition, the Settlement Administrator shall create a dedicated Settlement Website within 30 days following the entry of the Preliminary Approval Order, which shall contain important documents regarding the case, including, but not limited to, the Complaint, Short-Form Notice, Long-Form Notice, and the Claim Form so that Claims may be submitted online. *Id.* ¶ 4.4.

IV. The Claims Procedure, Objections & Opt-Outs.

In order to receive their pro rata portion of the Net Settlement Fund, all Settlement Class Members need to do is complete and submit a valid, timely, and signed Claim Form. S.A. ¶ 3.3. Claim Forms shall be returned or submitted to the Settlement Administrator online (on the Settlement Website) or via U.S. mail, postmarked by the Claims Deadline set by the Court. *Id.* Claims Forms that are not postmarked by the Claims Deadline set by the Court will be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing. *Id.* The Settlement Administrator will review and evaluate all Claims and shall determine their validity, timeliness, and completeness. *Id.* ¶ 3.4.

Beginning thirty (30) days after the Effective Date or, if the Claim Form verification is ongoing, sixty (60) days after the Effective Date, the Settlement Administrator shall provide a pro rata digital payment or mailed check to each Claimant that has submitted a Claim Form approved by the Settlement Administrator or by the Court. *Id.* ¶ 3.5. The Settlement Administrator shall distribute the Settlement Fund after accounting for payment of the costs of Administration, Attorneys' Fees and Expenses, and payment of the Plaintiffs' Service Award. *Id.* The amount of each individual Claim Payment shall be calculated by dividing the Net Settlement Fund amount by the number of valid claims. *Id.* All Claim Payments shall be void if not negotiated within ninety (90) calendar days of their date of issue and shall contain a legend to that effect. *Id.* ¶ 3.6.

If any Claim Payment is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall make all reasonable efforts to find a valid address and resend the Claims Payment within thirty (30) days after the payment is returned as undeliverable. *Id.* ¶ 3.7. Importantly, no portion of the Net Settlement Fund will revert or be repaid to Defendant. *Id.* ¶ 3.8. If there are enough residual funds after payment of all claims to allow for a payment of \$5.00 or

more to each Claimant, then a second payment shall be issued to all individuals who negotiated their initial payment. *Id.* ¶ 3.8(a). If the residual funds are insufficient to provide at least \$5.00 after account for administrative expenses, then the residual funds will be paid to *cy pres* recipient—American Red Cross—if approved by the Court. *Id.* ¶ 3.8(b).

Settlement Class Members may exclude themselves from participating in the Settlement by postmarking a written notice of opt-out to the Settlement Administrator no later than the Opt-Out Date, which is sixty (60) days after the Notice Date. *Id.* ¶¶ 1.18 & 5.1. This notice must clearly manifest a Person’s intent to be excluded from the Settlement Class. *Id.* ¶ 5.1. Any person who submits a valid and timely notice of their intent to be excluded from the Settlement Class shall not receive any benefits nor be bound by the Settlement’s terms and conditions. *Id.* ¶ 5.2.

Settlement Class Members may object to the Settlement by submitting their objection, in writing and by mail to the Court, Class Counsel, and Defendant’s Counsel no later than sixty (60) days after the Notice Date. *Id.* ¶¶ 6.1 & 6.3. Each objection must (i) set forth the Settlement Class Member’s full name, current address, telephone number and email address; (ii) contain the Settlement Class Member’s original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member’s duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case name, court and docket number, of all other cases in which the objector and/or the objector’s counsel has filed

an objection to any proposed class action settlement in the past three (3) years. *Id.* ¶ 6.2. If a Settlement Class Member fails to timely file and serve an Objection pursuant to these requirements, the Objection will not be valid. *Id.* ¶ 6.5.

V. Scope of the Release.

To receive Settlement Benefits, Plaintiffs and Settlement Class Members agree to release Defendant and affiliated entities from all past, present, and future claims and causes of action asserted or that could have been asserted, or that arise out of or are connected to the Litigation. S.A. ¶ 7.2. Subject to Court approval, as of the Effective Date, Plaintiffs and Settlement Class Members who do not timely and validly opt-out of the Settlement shall be bound by the Settlement Agreement and Release, and the Released Claims shall be dismissed with prejudice and released. This includes the release of Unknown Claims that could have been raised. *Id.* ¶ 7.3.

VI. Costs of Notice and Settlement Administration & Attorneys' Fees and Expenses.

As part of the Settlement, Defendant agrees to pay the costs and expenses incurred through Claims Administration including, but not limited to, the costs of notice to the Settlement Class with such costs to come out of the Settlement fund. S.A. ¶ 3.1. The cost of Claims Administration will be capped at One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). *Id.* The Settlement Agreement also provides that Class Counsel may request an award of reasonable Attorneys' Fees and Expenses not to exceed one-third of the Net Settlement Fund. *Id.* ¶ 8.1.

In addition, the Settlement Agreement permits Class Counsel to request approval of a service award of \$2,500.00 for each Plaintiff, which recognizes their efforts and commitment on behalf of the Settlement Class. *Id.* ¶ 8.2. Class Counsel will move separately for approval of an award of attorneys' fees not to exceed one third (1/3) of the Net Settlement Fund and reasonable litigation expenses not to exceed \$25,000.00, for a total request not to exceed \$913,000.00 as well

as approval of Service Awards no later than fourteen (14) days prior to the Objection Deadline. *Id.* ¶ 8.3. Counsel for the Parties did not discuss or otherwise agree upon the amount of Attorneys’ Fees and Expenses or Plaintiffs’ proposed Service Awards to be sought until after they agreed on all material terms of relief to the Settlement Class. *See* Joint Decl. ¶ 50.

LEGAL STANDARD

Federal Rule of Civil Procedure 23(e) requires judicial approval of any proposed class action settlement. Specifically, Rule 23(e)(1)(B) directs a court to grant preliminary settlement approval and direct notice to the proposed class if the court “will likely be able to” grant final approval under Rule 23(e)(2) and “will likely be able to” certify a settlement class for purposes of entering judgement. Fed. R. Civ. P. 23(e)(1)(B). Courts “naturally favor the settlement of class action litigation.” *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996). Moreover, courts specifically “encourage parties to settle class actions early, without expending unnecessary resources” as “early settlement allows class members to recover without unnecessary delay and allows the judicial system to focus resources elsewhere.” *McCue v. MB Fin., Inc.*, 2015 WL 1020348, at *2 (N.D. Ill. Mar. 6, 2015) (quotation omitted).

Rule 23(e)(2) lists the factors federal courts consider in determining whether proposed class action settlement is “fair, reasonable, and adequate.” Those factors are whether:

- (A) The class representatives and class counsel have adequately represented the class;
- (B) The proposal was negotiated at arm’s length;
- (C) The relief provided for the class is adequate, taking into account;
 - (i) The costs, risks, and delay of trial and appeal;
 - (ii) The effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;

- (iii) The terms of any proposed award of attorneys' fees, including timing of payment; and
- (iv) Any agreement required to be identified under Rule 23(e)(3) and
- (D) The proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

As the Advisory Committee's note explains, subsections (A) and (B) focus on the "procedural" fairness of a settlement and (C) and (D) focus on the "substantive" fairness of the settlement. Fed. R. Civ. P. 23(e)(2) advisory committee's note to 2018 amendments. Here, the Court should grant preliminary approval because it "will likely be able to" grant final approval to the Settlement as "fair, reasonable, and adequate" and certify the Settlement Class for purposes of entering judgment after notice and a final approval hearing.

DISCUSSION

I. The Settlement Class Should be Certified for Settlement Purposes.

To determine whether the Court will likely be able to certify the Settlement Class for purposes of entering judgment on the Settlement, the Court looks to the requirements of Rule 23(a) (numerosity, commonality, typicality, and adequacy) and the requirements of any subsection of Rule 23(b), here subsection (b)(3) (predominance and superiority). For the reasons set forth below, the Settlement Class satisfies all the necessary requirements for certification.

A. The Settlement Class Satisfies the Requirements of Rule 23(a).

1. Settlement Class Members are so numerous that joinder of all is impracticable.

Rule 23(a)(1) requires that "the class be so numerous that joinder of all members is impracticable." Numerosity does not require a fixed number of class members but is generally presumed where a class consists of at least forty members. *See, e.g., Swanson v. Am. Consumer Indus., Inc.*, 415 F.2d 1326, 1333 n.9 (7th Cir. 1969) (finding forty to be "a sufficiently large

group”); *Woestman v. Signode Indus. Grp., LLC*, 594 F. Supp. 3d 993, 997 (N.D. Ill. 2022) (similar); *Chandler v. S.W. Jeep–Eagle, Inc.*, 162 F.R.D. 302, 307-08 (N.D. Ill. 1995) (finding fifty class members satisfy numerosity). Impracticable does not mean impossible “but rather, extremely difficult and inconvenient. When determining whether joinder is impracticable, the court considers not only the size of the class, but also its geographic dispersion, the relief sought, and the ability of individuals to bring their own claims.” *In re Fluidmaster, Inc., Water Connector Components Prod. Liab. Litig.*, 2017 WL 1196990, at *46 (N.D. Ill. Mar. 31, 2017) (cleaned up). Here, there are approximately 333,158 individuals who are part of the Settlement Class. *See* Joint Decl. ¶¶ 5, 33-34. Joinder is thus impracticable, and the requirements of Rule 23(a)(1) are satisfied.

2. There are questions of law & fact common to the Settlement Class.

Rule 23(a)(2) requires “questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). To satisfy this ‘commonality’ requirement, the claims alleged must “depend upon a common contention . . . of such a nature that it is capable of class-wide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). “[T]he commonality requirement has been characterized as a ‘low hurdle’ easily surmounted.” *Gaspar v. Linvatec Corp.*, 167 F.R.D. 51, 57 (N.D. Ill. 1996) (citations omitted). Indeed, “even a single common question will do.” *Dukes*, 564 U.S. at 359. “Rule 23(a)(2) does not require that all questions of law or fact raised in the litigation be common.” *Edmondson v. Simon*, 86 F.R.D. 375, 380 (N.D. Ill. 1980) (stating that where a defendant “has engaged in some course of conduct that affects a group of persons and gives rise to a cause of action, one or more of the elements of that cause of action will be common to all of the persons affected”).

Here, each of the Settlement Class Members share the common, class-wide question of whether and to what extent Defendant disclosed their personally identifiable information and protected health information through the tracking tools on its Website. *See* Amended Complaint (ECF No. 22), ¶ 238 (listing sample of common questions). Damages in this case are also alleged as resulting from the same course of conduct—the disclosure of personal data via the use of tracking tools on Defendant’s Website. That inquiry does not vary from Class Member to Class Member and can be fairly resolved—for settlement purposes—all at once. This requirement in the context of data privacy class action settlements is readily satisfied. *See, e.g., In re Advocate Aurora Health Pixel Litig.*, 740 F. Supp. 3d 736, 745 (E.D. Wis. 2024) (granting final approval in pixel-tracking case); *Remijas v. The Neiman Marcus Group, LLC*, No. 1:14CV01735 (N.D. Ill. Nov.15, 2019) (similar for data breach); *Fox v. Iowa Health System*, No. 3:18CV00327 (W.D. Wis. Sep. 16, 2020) (similar). Thus, these common questions, and others alleged in the Amended Complaint, are central to the causes of action brought here and will generate common answers that could be addressed on a class-wide basis.

3. The Class Representatives’ claims are typical of Class Members’ claims.

Rule 23(a)(3)’s ‘typicality’ requirement is satisfied where “the claims or defenses of the class representatives have the same essential characteristics as those of the class as a whole.” Fed. R. Civ. P. 23(a)(3). A “plaintiff’s claim is typical if it arises from the same event or practice or course of conduct that gives rise to the same legal theory.” *Rosario v. Livaditis*, 963 F.2d 1013, 1018 (7th Cir. 1992) (cleaned up). The typicality requirement “may be satisfied even if there are factual distinctions between the claims of the named plaintiffs and those of other class members.” *Muro v. Target Corp.*, 580 F.3d 485, 492 (7th Cir. 2009). Rather than perfect uniformity, Rule 23(a)(3) “primarily directs the district court to focus on whether the named representatives’ claims

have the same essential characteristics as the claims of the class at large.” *Id.* Here, the claims of Plaintiffs and Settlement Class Members all stem from the same course of conduct—the installation and use of the tracking tools on Defendant’s Website. *See, e.g.*, Amended Complaint (ECF No. 22), ¶ 239; *see also* S.A. ¶ 2. As such, typicality is satisfied.

4. The proposed Class Representatives will adequately protect the interests of the Settlement Class.

Rule 23(a)(4) requires that a representative plaintiff be able to provide fair and adequate representation for the class. It requires Plaintiffs to show both “(1) the adequacy of the named plaintiffs as representatives of the proposed class’s myriad members, with their differing and separate interests, and (2) the adequacy of the proposed class counsel.” *Gomez v. St. Vincent Health, Inc.*, 649 F.3d 583, 592 (7th Cir. 2011). A class representative satisfies the adequacy requirement where they are “part of the class” and “possess the same interest and suffer the same injury” as the other class members. *Orr v. Shicker*, 953 F.3d 490, 499 (7th Cir. 2020) (quoting *Dukes*, 564 U.S. at 348).

Here, Plaintiffs’ interests are aligned with those of the Settlement Class Members in that they seek relief for injuries arising out of the same course of conduct through Defendant’s installation and use of tracking tools. *See, e.g.*, Amended Complaint (ECF No. 22), ¶¶ 121-38 (discussing Plaintiffs’ experiences with Defendant) & 240 (demonstrating adequacy). Plaintiffs’ and Settlement Class Members’ private information was allegedly collected and disclosed—without their knowledge nor consent—by Defendant to third parties like Meta and Google in the same manner and under the same circumstances using tracking tools. *Id.* Under the terms of the Settlement, Plaintiffs and Settlement Class Members will all be eligible for equivalent cash payments from the respective portion of the Net Settlement Fund to help remedy the alleged harms they have experienced as a result of Defendant’s actions. *See* S.A. ¶¶ 2.1–2.2. In addition, proposed

Class Counsel have significant experience as class action litigators, particularly in data privacy and security litigation and are well suited to advocate on behalf of the Settlement Class in this Litigation. *See* Joint Decl. ¶¶ 19-20, 26-29. Thus, the requirements of Rule 23(a) are satisfied.

B. The Settlement Class meets the Requirements of Rule 23(b).

Plaintiffs seek to certify a settlement class under Rule 23(b)(3), which has two components: predominance and superiority. Here, Rule 23(b)(3) is satisfied because: (i) questions of law and fact common to Class Members predominate over any individual questions and (ii) the class action mechanism is superior to any other methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3).

1. Common questions of law & fact predominate over any questions affecting only individual members of the Settlement Class.

To satisfy Rule 23(b)(3)'s requirement of predominance, Plaintiffs must show that "the central questions in the litigation are the same for all class members." *Pella Corp. v. Saltzman*, 606 F.3d 391, 394 (7th Cir. 2010). The presence of "some factual variation among the class grievances will not defeat a class action." *Rosario*, 963 F.2d at 1017. Rather, it is "well-established" that "the presence of some individualized issues does not overshadow the common nucleus of operative fact presented when the defendant has engaged in standardized conduct toward the class." *Chandler*, 162 F.R.D. at 308.

In this case, the predominant issues are whether Defendant was required to disclose to Settlement Class Members that it used tracking tools on its Website and the alleged harm that arose when the personal information belonging to Settlement Class Members was allegedly shared, without their consent, with companies like Meta and Google. Other courts have recognized that the types of common issues arising from similar unauthorized disclosures predominate over any individualized issues. *See, e.g., In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076,

1086 (N.D. Ill. 2021)) (“Predominance is met because many of the issues of law and fact common to members of the Nationwide Class and Illinois Subclass, respectively, may be resolved “through generalized proof”—namely, by examining Defendants’ uniform data collection and privacy practices against their legal obligations.”); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 312-15 (N.D. Cal. 2018) (finding predominance satisfied because “Plaintiffs’ case for liability depend[ed], first and foremost, on whether [the defendant] used reasonable data security to protect Plaintiffs’ personal information”). The predominance requirement is satisfied here.

2. A class action is superior to other methods for the fair & efficient adjudication of the controversy.

Resolving this Litigation now through this class-wide settlement is superior to individual litigation. Most Settlement Class Members lack the financial resources to prosecute individual actions, and the value of any individual claim is too low to justify individual cases. “The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action prosecuting his or her rights...A class action solves this problem by aggregating the relatively paltry potential recoveries into something worth someone’s (usually an attorney’s) labor.” *Mace v. Van Ru Cred. Corp.*, 109 F.3d 338, 344 (7th Cir. 1997). Consequently, “resolution...on a class wide basis, rather than in thousands of individual lawsuits (which in fact may never be brought because of their relatively small individual value), would be an efficient use of both judicial and party resources.” *Hinman v. M & M Rental Ctr.*, 545 F. Supp. 2d 802, 807 (N.D. Ill. 2008).

Here, there is little reason for proposed Class Members to prosecute individual actions. While the total alleged economic harm is significant, each individual claim is small compared to the costs of undertaking separate, individualized litigation. *See Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 809 (1985). Although the injuries resulting from Defendant’s alleged use of tracking

tools are real, the cost of individually litigating against Defendant would easily exceed the value of any relief that could be obtained by any one consumer. Thus, a class action is a superior method of adjudication.

In sum, the proposed Class's claims satisfy Rule 23(b)(3)'s requirements and should be certified. Adjudicating individual actions here is impracticable: the amount in dispute for each class member is too small, the technical issues involved are too complex and the required expenses too costly. Thus, the Court may certify the Class for settlement under Rule 23(b)(3).

II. The Settlement meets the requirements for Preliminary Approval under Rule 23(e)(2).

The proposed Settlement is fair, reasonable, and adequate considering the relevant factors and the Court should grant preliminary approval and direct notice because it will likely be able to grant final approval.

A. The proposed Class Representatives & Class Counsel have adequately represented the Settlement Class.

First, the proposed Class Representatives and Class Counsel have adequately represented the Settlement Class as required under Federal Rule 23(e)(2)(A). "The adequacy of class counsel turns on counsel's qualifications, experience, and ability to conduct the litigation." *T.K. v. Bytedance Tech. Co.*, 2022 WL 888943, at *4 (N.D. Ill. Mar. 25, 2022). Courts routinely find that class counsel is adequate where they are experienced in the subject matter of the litigation and have diligently pursued a favorable resolution. *Id.* ("Plaintiffs present unrefuted evidence of their counsel's expertise in litigating consumer class actions, many of which involve privacy rights"); *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 344 (N.D. Ill. 2010) (stating that "class counsel have invested substantial time and resources in this case by

investigating the underlying facts, researching the applicable law, and negotiating a detailed settlement[, and] have experience pursuing consumer-class-action cases”).

Proposed Class Counsel have extensive experience in class action litigation and in cases involving data privacy. *See* Joint Decl. ¶¶ 19-20, 26-29. Their combined expertise allowed them to, among other things, investigate and evaluate the risks and merits of Plaintiffs’ claims and build a strong case in a complex area including the application of legal theories to complex technological matters involving the alleged use of tracking and source code to collect and to disclose putative Class Members’ private information to third parties. *Id.* ¶¶ 16-25. Further, proposed Class Counsel conducted a thorough pre-suit investigation of their clients’ claims as measured against a rapidly developing area of the law including through formal and informal discovery. *Id.* Moreover, given their experience in similar pixel-tracking matters, Class Counsel was able to request specific information from Defendant to aid in the settlement negotiations, allowing both parties to evaluate the strengths and weaknesses of the case in a fairly timely and efficient manner. *See id.* ¶ 12, 24.

The Class Representatives have likewise adequately represented the Settlement Class. Plaintiffs were engaged by counsel to assist in pre-suit investigation, provided all necessary information, reviewed and approved the allegations of various pleadings, and reviewed and approved the terms of the Settlement. *See* Joint Decl. ¶ 17, 24-25. They have taken their duties to act as fiduciaries to the Class seriously and cooperated in all respects. Accordingly, the Class Representatives and proposed Class Counsel have adequately represented the Class and this factor weighs strongly in favor of preliminary approval. *See* Fed. R. Civ. P. 23(e)(2)(A); *see also* *Bytedance*, 2022 WL 888943, at *17 (counsel qualified where they are experienced in case type & performed substantial research into matter).

B. The Settlement was reached through arm’s-length negotiations.

The Settlement likewise satisfies Rule 23(e)(2)(B) as it is the product of hard-fought, arm's-length negotiations overseen by an experienced data privacy and class action mediator, Hon. Morton Denlow, during which Defendant vigorously disputed Plaintiffs' allegations. *See* Fed. R. Civ. P. 23(e)(2)(B); *see also* Joint Decl. ¶¶ 13, 23, 51. Notably, a "settlement proposal arrived at after arms-length negotiations by fully informed, experienced and competent counsel may be properly presumed to be fair and adequate." *Mangone v. First USA Bank*, 206 F.R.D. 222, 226 (S.D. Ill. 2001) (citation omitted). Further, "the involvement of a neutral or court-affiliated mediator or facilitator in those negotiations may bear on whether they were conducted in a manner that would protect and further the class interests." Fed. R. Civ. P. 23(e)(2)(A) & (B) (advisory committee's note to 2018 amendments).

After thoroughly investigating the facts and rapidly evolving law, requesting and reviewing formal and informal discovery, and preparing for and participating in mediation, Class Counsel were able to assess the potential risks and rewards of litigation and concluded that Settlement is an excellent result for the Settlement Class. *See* Joint Decl. ¶¶ 45-53. This Settlement was negotiated at arm's length and is procedurally fair, adequate, and reasonable. *See* Fed. R. Civ. P. 23(e)(2)(B).

C. The Settlement has no obvious deficiencies and does not grant preferential treatment to any Class Members.

Rule 23(e)(2)(c) requires examination of the relief provided by the Settlement. The benefits available to Class Members are significant in comparison to the risk of obtaining no recovery or reduced recovery after protracted litigation. *See* Joint Decl. ¶¶ 45-53. This Settlement ensures that Settlement Class Members will be compensated for the harms they have allegedly suffered as a result of Defendant's use of the tracking tools. Although the precise amount of the cash payment to each Class Member cannot be ascertained until after the Claim Deadline, the Net Settlement

Fund will be funded in a way that ensures that Claims Payments per Class Member will result in adequate relief to the Settlement Class. *See* S.A. ¶¶ 2.1-2.3.

The Settlement Benefits here are comparable to results reached in other data privacy cases concerning the use of the Meta pixel to collect private information. *See, e.g., In re Advoc. Aurora Health Pixel Litig.*, 740 F. Supp. 3d at 745 (final approval granted for non-reversionary common fund settlement of \$2.5 million for a class of approximately 12.25 million class members); *John v. Froedtert Health, Inc.*, 2023CV001935, ECF No. 40 (Milwaukee Cty. Cir. Ct. Case Sept. 29, 2023) (final approval granted for non-reversionary common fund settlement of \$2 million for a class of approximately 459,000 patients); *In re Novant Health, Inc.*, 2024 WL 3028443 (M.D.N.C. June 17, 2024) (final approval granted for non-reversionary common fund settlement of \$6.66 million for a class of approximately 1,362,165 million class members). As the relief provided through the Settlement is well within the range of possible approval, preliminary approval should be granted.

1. The costs, risks and delay of trial & appeal are considerable.

The Seventh Circuit has “instructed that the likely complexity, length, and expense of continued litigation are relevant factors district court[s] should consider in determining whether a class action settlement satisfies Rule 23.” *In re Cap. One Tel. Consumer Prot. Act Litig.*, 80 F. Supp. 3d 781, 792 (N.D. Ill. 2015) (citation omitted). The benefits conferred by the Settlement are immediate and significant and the expense, duration and complexity of protracted litigation would be substantial and the outcome uncertain. *See* Joint Decl. ¶¶ 45-53. Proceeding with continued litigation would present risks inherent in class certification and proof of liability—both factors considered under this Circuit’s test for final approval. Although plaintiffs have survived Rule 12 motions in similar pixel-tracking cases, obtaining class certification and an eventual jury verdict is far from certain. *See, e.g., Frasco v. Flo Health, Inc.*, 2024 WL 4280933 (N.D. Cal. Sept. 23,

2024) (granting summary judgment in part in pixel-tracking case); *In re TJX Cos. Retail Sec. Breach Litig.*, 246 F.R.D. 389, 397 (D. Mass. 2007) (denying certification of data breach class). Through the Settlement, Settlement Class Members gain significant benefits in the near term without having to face further risk of not receiving any relief at all.

2. The proposed method of distributing relief and processing claims is objective, efficient, and fair.

The Settlement Administrator is responsible for evaluating Claims and distributing Settlement benefits. S.A. ¶¶ 3.4-3.6. All Settlement Class Members may submit a Claim until the Claim Deadline, which will be set by the Court. *Id.* ¶¶ 1.6, 3.3. As detailed above, the Claim Form is simple to complete, requiring claimants to provide only their contact information, confirmation that they are Class Members and elect to receive the pro rata cash payment approved by the Court. Claim Forms may be submitted by mail or through the Settlement Website created by the Settlement Administrator that will contain a summary of the settlement and all relevant case documents. *Id.* ¶¶ 1.28, 4.4. Class Members will also be able to contact the Settlement Administrator with any questions through the Settlement Website or a toll-free telephone number. Wallace Decl. ¶¶ 16-17. The Settlement Administrator is charged with reviewing and evaluating each Claim Form, assessing the validity of any required documentation and ensuring Claims are submitted timely and completely. S.A. ¶¶ 3.4–3.7. This procedure is objective, efficient, and fair.

3. Attorneys' Fees and Expenses as well as Service Awards that the proposed Class Representatives will request are reasonable and appropriate.

By separate motion (to be filed at least fourteen days before the Objection Deadline), Plaintiffs will seek Court approval of Attorneys' Fees and Expenses and Service Awards for the Class Representatives. S.A. ¶¶ 8.1-8.3. Doing so will give Settlement Class Members adequate time to evaluate such requests as they consider whether to opt out of or object to the Settlement.

Rule 23(e)(2)(C)(iii) requires evaluation of the terms of any proposed attorneys' fees including the timing of any payment. Under the Settlement, proposed Class Counsel may request up to one-third of the Net Settlement Fund. S.A. ¶ 8.1. Both the Short-Form and Long-Form Notice will also clearly explain that Class Counsel may seek up to this amount.

The proposed Service Award to each proposed Class Representative of \$2,500 is also well within the range of awards granted to named plaintiffs in class proceedings. In fact, "empirical data indicates that the requested incentive awards [of \$2,500] are modest...the median incentive award per plaintiff...is over twice the amount that Class Counsel requests here." *In re Tiktok, Inc. Consumer Priv. Litig.*, 617 F. Supp. 3d 904, 949 (N.D. Ill. 2022) (approving \$2,500 incentive awards in privacy class action). Simply put, proposed Class Counsel's request for fees and expenses as well as for modest Service Awards is well supported by law and evidence and are additional bases for preliminarily approving the Settlement. *See* Fed. R. Civ. P. 23(e)(2)(C)(iii).

4. Disclosure of side agreements.

There are no additional agreements that require identification or examination under Rule 23(e)(3). *See* Joint Decl. ¶ 51.

A. The Settlement treats Class Members equitably relative to each other.

The Court must also consider whether the Settlement treats Settlement Class Members equitably relative to one another. *See* Fed. R. Civ. P. 23(e)(2)(D). Here, the Settlement treats all Settlement Class Members fairly. Class Members who submit a valid Claim Form will receive a pro rata share of the Settlement Fund after deduction of the Notice and Settlement Administration Costs, Attorneys' Fees and Expenses awarded by the Court to Class Counsel, and Service Awards awarded by the Court. This Rule 23(e) factor is thus satisfied, and because the Settlement satisfies all of Rule 23(e) requirements, preliminary approval should be granted.

III. The Court should approve the proposed Notice Program.

Rule 23(e)(1) requires the Court to “direct reasonable notice to all class members who would be bound by” a proposed settlement. For classes, like this one, certified under Rule 23(b)(3), the parties must provide “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B) (permitting notice to be sent by “U.S. Mail, electronic mail, or other appropriate means”). With regard to contents, a notice is the best practicable under the circumstances where it “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

The Notice Program negotiated and agreed to here is the best practicable under the specific circumstances of this case. *See* Joint Decl. ¶ 54-58. The Parties negotiated the form of the Notice with Verita’s aid. *Id.* Notice will reach all members for whom Defendant has a record by email and otherwise by U.S. mail for Settlement Class Members for whom Defendant provides a valid mailing address. *See* S.A. ¶ 4.3. The proposed Short-Form Notice is clear, concise, and informs Settlement Class Members of the general terms of the Settlement, the proposed allocation of Attorneys’ Fees and Service Awards and provides information regarding the date, time, and place of the final approval hearing. *See* S.A., Ex. A. Further, the Short-Form Notice directs Settlement Class Members to the Settlement Website where they can view additional information about the Settlement and its terms and review the Long-Form Notice and other important documents. *Id.* As such, the Notice Program should be approved. *See, e.g., In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. at 351 (finding similar email notice to settlement class members was the

best practicable and satisfied concerns of due process); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 596 (N.D. Ill. 2011) (similar with notice plan of direct mail).

IV. The Court should approve the Settlement Administrator.

In connection with the Notice Program and Settlement Administration, Plaintiffs request that the Court appoint Verita to serve as the Settlement Administrator. Verita has a trusted and proven track record of supporting class action administration and extensive legal administration experience. *See* Joint Decl. ¶¶ 54-58, *see also* Wallace Decl. ¶¶ 2-4.

V. The Court should schedule a Final Approval Hearing.

The last step in the Settlement approval process is a final approval hearing during which the Court will make its final evaluation of the Settlement based on, among other things, Class Members' responses to the Notice, which Class Counsel expect to be overwhelmingly positive. *See* Joint Decl. ¶¶ 56-58. Plaintiffs and proposed Class Counsel request that the Court schedule the Final Approval Hearing no earlier than 120 days after entry of the Preliminary Approval Order.³

CONCLUSION

The proposed Settlement, reached between experienced counsel after receipt and evaluation of informal discovery, is within the range of reasonableness and readily meets the standards for preliminary approval. Accordingly, Plaintiffs respectfully request this Honorable Court to an order:

- (i) Preliminary approving the Settlement and provisionally certifying the Settlement Class in accordance with the proposed Preliminary Approval Order;

³ The Proposed Preliminary Approval Order, attached as Exhibit D to the Settlement Agreement, will also be provided to the Court as an editable Word document.

- (ii) Approving the Notice Program and directing that Notice be distributed to the Settlement Class Members in accordance with the Notice Program;
- (iii) Appointing Verita as Settlement Administrator;
- (iv) Approving the Claim Form and directing the Settlement Administrator to administer the Notice Program and Settlement in accordance with the provisions of the Settlement Agreement;
- (v) Appointing Plaintiffs as Class Representatives;
- (vi) Appointing the law firms of Jennings & Earley PLLC and Almeida Law Group LLC as Class Counsel;
- (vii) Scheduling a Final Approval Hearing to consider the entry of the Final Approval Order and Judgment and request for Attorneys' Fees, Expenses and Service Awards, to be held approximately 130 days after entry of the Preliminary Approval Order; and
- (viii) Awarding all such other relief as the Court deems just and proper.

Dated: April 28, 2025

Respectfully Submitted,

/s/ David. S. Almeida
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EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

KENSANDRA SMITH and MARY ELLEN
NILLES, *individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.

LOYOLA UNIVERSITY MEDICAL
CENTER,

Defendant.

Case No. 1:23-cv-15828

JOINT DECLARATION OF COUNSEL

David S. Almeida and Christopher D. Jennings hereby declare as follows:

1. I, David S. Almeida, am an attorney admitted and licensed to practice law before the courts of the states of Illinois, New York, Arizona, and Wisconsin. I am the Founder and Managing Partner of the Almeida Law Group LLC (“ALG”), a class action litigation boutique specializing in data privacy and consumer fraud cases. I serve as co-counsel of record for Plaintiffs in the above-captioned case.

2. I, Christopher D. Jennings, am an attorney admitted and licensed to practice law before the courts of the state of Arkansas. I am the Founder and Managing Partner of Jennings & Earley PLLC, a law firm specializing in consumer class action and mass tort litigation. I am admitted pro hac vice and serve as co-counsel of record for Plaintiffs in the above-captioned case.

3. We are Class Counsel under the proposed Settlement with Loyola University Medical Center (“Defendant” or “LUMC”) being presented to the Court for Preliminary Approval. We submit this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of the Class Action Settlement and Memorandum in Support. We have personal knowledge of the facts set forth herein and could testify competently as to them if called upon to do so.

4. Filed concurrently herewith as **Exhibit 1** is a true and correct copy of the Class Action Settlement Agreement entered into by Plaintiffs, on behalf of themselves and the proposed Settlement Class, and Defendant.¹ The following exhibits are attached to the Settlement Agreement:

- **Exhibit A**: Short Form Notice
- **Exhibit B**: Long Form Notice
- **Exhibit C**: Claim Form
- **Exhibit D**: Proposed Preliminary Approval Order.

Background and Procedural History

5. This Litigation arises out of Plaintiffs' claims that Defendant disclosed Plaintiffs' and Class Members' personal data to third parties including, but not limited to, Meta Platforms, Inc. d/b/a Facebook and Google LLC, via Tracking Tools installed on Defendant's Web Properties. There are approximately 333,158 Class Members.

6. On September 26, 2023, Plaintiffs commenced this putative class action lawsuit by filing a complaint in the Circuit Court of Cook County, Illinois County Department, Chancery Division, asserting causes of action for (i) violation of the Electronic Communications Privacy Act for an Unauthorized Interception, Use, and Disclosure; (ii) negligence; (iii) invasion of privacy; (iv) breach of implied contract; (v) unjust enrichment; (vi) breach of implied duty of confidentiality; (vii) violation of Illinois Consumer Fraud and Deceptive Business Practices Act; and (viii) violation of Illinois Eavesdropping Statute.

¹ Unless otherwise indicated, capitalized terms herein refer to and have the same meaning as in the Settlement Agreement.

7. On September 9, 2023, Defendant removed the state court case to the United States District Court for the Northern District of Illinois captioned *Smith, et al. v. Loyola University Medical Center*, which was assigned case number 1:23-cv-15828. Plaintiffs subsequently amended their complaint on January 26, 2024.

8. On March 26, 2024, Defendant filed a Motion to Dismiss Plaintiffs' Complaint pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6). On April 25, 2024, Plaintiffs filed their Opposition to Defendant's Motion to Dismiss. On May 2, 2024, Defendant filed its Reply.

9. On July 9, 2024, Judge Daniel issued a Memorandum Opinion and Order granting in part and denying in part Defendant's Motion to Dismiss. The Court denied Defendant's motion with respect to the following claims: (i) violation of the Electronic Communications Privacy Act for an Unauthorized Interception, Use, and Disclosure; (ii) negligence; and (iii) violation of Illinois Eavesdropping Statute.

10. In July 2024, the Parties began formal discovery.

11. In October 2024, following informal and formal discovery, the Parties agreed to mediate before the Hon. Morton Denlow (Ret.) of JAMS.

12. Prior to mediation, the Parties engaged in formal and informal discovery between July 2024 and January 2025. After setting the mediation for January 2025, the Parties engaged in frequent settlement-related communications and the exchange of informal discovery in order prepare for mediation.

13. On January 16, 2025, the Parties engaged in a full-day mediation before the Hon. Morton Denlow (Ret.).

14. The January 16, 2025, mediation was successful and resulted in a settlement in principle and the execution of a binding class action settlement term sheet.

15. Subsequently, the Parties prepared and negotiated the Settlement Agreement, which was finalized and executed on or about April 23, 2025.

Plaintiffs' and Class Counsel's Role in Prosecuting this Litigation

16. Plaintiffs and proposed Class Counsel zealously represented the interests of the proposed Settlement Class and committed substantial resources to the Litigation and, ultimately, the resolution of the Settlement Class's claims.

17. Before filing the Complaint, proposed Class Counsel undertook robust forensic investigation into the factual issues raised in this Litigation including examining the source code used by Defendant on its Website. Counsel also researched the applicable law to determine how the privacy claims applied to these facts and to anticipate and address Defendant's potential defenses.

18. In addition, to prepare for filing of the initial Complaint, proposed Class Counsel gathered documents and other relevant information from Plaintiffs.

19. Proposed Class Counsel have been involved in other data privacy litigation and have led numerous data tracking cases to favorable resolution.

20. Class Counsel is experienced in the litigation, certification, trial, and settlement of nationwide class action cases. In negotiating this Settlement, proposed Class Counsel had the benefit of years of experience litigating data privacy class action cases.

21. As detailed above, Plaintiffs prevailed on the Motion to Dismiss in part and engaged in formal discovery with Defendant. In addition, leading up to the mediation, Class Counsel requested and reviewed relevant information via informal discovery. This enabled them to prepare for well-informed negotiations overseen by Hon. Morton Denlow (Ret.).

22. Prior to mediation, Class Counsel prepared and provided a detailed mediation statement and proposed term sheet to Judge Denlow. Class Counsel approached the mediation fully informed of the merits of Settlement Class members' claims and negotiated the proposed Settlement while advancing the position of Plaintiffs and Settlement Class members and being fully prepared to continue to litigate rather than accept a settlement that was not in the best interest of Plaintiffs and Settlement Class Members.

23. Judge Denlow actively supervised and participated in the settlement discussions, presiding over arm's-length negotiations between capable and experienced class action counsel on both sides. Defendant vigorously denied the allegations.

24. Our efforts on behalf of the proposed Settlement Class include (as noted in part above):

- a. Conducting a thorough pre-suit investigation including a review of Defendant's source code and tracking technology;
- b. Gathering, reviewing, and analyzing Plaintiffs' documents and relevant information;
- c. Preparing a detailed complaint;
- d. Analyzing legal arguments raised by Defendant;
- e. Drafting an amended complaint;
- f. Opposing a Motion to Dismiss the Amended Complaint filed by Defendant;
- g. Requesting formal discovery from Defendant throughout the litigation;
- h. Requesting and reviewing informal discovery leading up to and during mediation;
- i. Preparing the mediation statement (including, but not limited to, comprehensive research regarding any and all comparator settlements in similar pixel tracking cases);
- j. Participating in mediation; and

k. Achieving a very favorable Settlement on behalf of the Settlement Class.

25. Plaintiffs have been actively engaged in this matter; they provided pertinent information to Class Counsel regarding their use of and interactions with Defendant's Web Properties as well as their alleged injuries stemming from Defendant's alleged use of Tracking Tools. They have stayed informed about the case, worked with counsel to prepare and review the complaints and other pleadings, and have communicated regularly with counsel throughout the case, up to and including evaluation and approval of the proposed Settlement.

Class Counsel Experience and Expertise

26. Class Counsel are highly experienced in complex class action litigation including data privacy class actions and consumer class actions. Collectively, Class Counsel has secured hundreds of millions of dollars on behalf of consumers.

27. Counsel for both Parties, as highly experienced trial attorneys and class counsel, are confident in the terms of the Settlement after expending a significant amount of time engaging in informed negotiations.

Almeida Law Group LLC

28. David Almeida and ALG's attorneys have extensive experience in representing plaintiffs in data privacy and security class action lawsuits and consumer protection class action lawsuits in both state and federal courts. ALG's biography and experience is further detailed in the resume of ALG, attached hereto as **Exhibit 2**.

Jennings & Earley PLLC

29. Christopher D. Jennings and Jennings & Earley PLLC attorneys have extensive experience in representing plaintiffs in data privacy and security class action lawsuits and consumer protection class action lawsuits in both state and federal courts. Jennings and Earley

PLLC's biography and experience is further detailed in the resume of Jennings & Earley PLLC, attached hereto as **Exhibit 3**.

Settlement

30. Class Counsel ultimately participated in mediation, achieving a Settlement for the Settlement Class and negotiated a comprehensive Agreement, which includes a robust Notice Program, well-crafted Notices and Claim Form, and an easy-to-understand claims process.

31. The Settlement provides for Defendant's commitment to establishing a non-reversionary cash Settlement Fund of \$2,665,264.00, as well as non-monetary relief in the form of Defendant ceasing the use of tracking technologies on its Website without prominent disclosures and requests for consent through the use of a "cookie banner" or certain technology that sanitizes the information collected via tracking technologies such that Private Information is not disclosed to third party recipients.

32. The Settlement Fund will pay: (a) Settlement Class Member Benefits; (b) Settlement Administration Costs; (c) Service Awards to Class Representatives awarded by the Court; and (d) any Attorneys' Fees and Expenses awarded by the Court to Class Counsel.

33. The Settlement Class consists of approximately 333,158 natural persons who logged into the LUMC MyChart portal account at least once from January 1, 2018 through December 31, 2022.

34. Thus, if preliminary approved, the proposed Settlement Administrator, Verita Global, LLC ("Verita"), will issue notice to those 333,158 persons so they can be apprised of the terms of the Settlement and can either (i) submit a claim form to receive their pro rata share of the Net Settlement Fund (defined below), (ii) timely exclude themselves from the Settlement or (iii)

file an objection to the Settlement in compliance with the procedures and requirements set forth in the Settlement Agreement.

35. Class Counsel will seek Service Awards of up to \$2,500.00 for each Plaintiff. The Service Awards will be paid from the Settlement Fund and will be in addition to the Settlement Class Member benefits Plaintiffs will be entitled to receive. The award will compensate Plaintiffs for their time and effort and for all the risks they assumed in prosecuting the Litigation, including the time and effort they spent reviewing and approving the allegations in various pleadings and the terms of the Settlement.

36. Class Counsel have not been paid for their extensive efforts or reimbursed for litigation costs and expenses incurred. Class Counsel have undertaken representation at their own expense, with compensation contingent on providing a benefit to Plaintiffs and the Settlement Class Members. Class Counsel are entitled to request attorneys' fees of up to 33.33% of the Net Settlement Fund—defined as the Settlement Fund after deduction for (i) the Notice and Settlement Administration Costs incurred in the administration of the Settlement Fund (ii) litigation expenses not to exceed \$25,000; and (iii) Service Awards as approved and awarded by the court. The total request shall not exceed \$913,000.00. Such an award is subject to this Court's approval and will serve to compensate for the time, risk, and expense Plaintiffs' counsel incurred pursuing claims for the Settlement Class.

Risks of Continued Litigation

37. Any settlement requires the parties to balance the merits of the claims and defenses asserted against the attendant risks of continued litigation and delay.

38. Class Counsel believe the claims asserted are meritorious and that Plaintiffs would prevail if this Litigation proceeded to trial.

39. Class Counsel are pragmatic of the risks and challenges of litigation, including uncertainties in litigating the case through class certification, summary judgment, and trial. In addition, Class Counsel are aware of the risks inherent from any appeal and subsequent proceedings following a successful trial verdict. Even if Plaintiffs and the Settlement Classes ultimately prevailed at trial, recovery could be delayed for years by an appeal.

40. Each of these risks, by itself, could have impeded the successful prosecution of these claims at trial and an eventual appeal—resulting in zero benefit to the Settlement Class. Under the circumstances, Plaintiffs and Class Counsel appropriately determined the Settlement reached outweighs the risks of continued litigation.

41. The claims and defenses in this Litigation are complex, as is clear by the record and other similar cases involving use of Google and Facebook’s Tracking Tools. There is no doubt that continued litigation here would be difficult, expensive, and time consuming.

42. Given that Defendant denies liability, believes that it acted in good faith and in compliance with the law, and that it would prevail in opposing class certification and on the merits at trial, continued litigation would mean a long wait for Class Members, with no promise of recovery when the matter is finally concluded.

43. The Settlement provides immediate and substantial benefits to Settlement Class Members. The proposed Settlement is the best vehicle for Settlement Class Members to receive the relief to which they are entitled in a prompt and efficient manner.

44. Whether the Litigation would have been tried as a class action is also relevant in assessing the fairness of the Settlement. As the Court had not yet certified a class at the time the Agreement was executed, it is unclear whether certification would have been granted. This litigation activity would have required the Parties to expend significant resources.

45. In Class Counsel's experience and informed judgment, the Settlement represents an excellent result, in providing substantial monetary and injunctive relief to Settlement Class Members without further delay, and in light of the challenging and unpredictable path of litigation Plaintiffs would have faced absent a settlement.

Recommendation of Counsel

46. Based on thorough examination and investigation of the facts and law relating to Plaintiffs' claims on behalf of the Settlement Class, including the information exchanged before and during mediation, we believe the proposed Settlement is in the best interest of the Settlement Class. Our extensive factual and legal investigation informed us about the strengths and weaknesses of Plaintiffs' claims as well as Defendant's potential defenses and allowed us to conduct an informed, fair, and objective evaluation of the value and risks of continued litigation.

47. Class Counsel and Defendant's counsel are all attorneys who are familiar with class action litigation related to Tracking Tools; particularly experienced in the litigation, certification, trial, and settlement of class actions, including data privacy cases; and knowledgeable of the legal and factual issues at the center of this Litigation.

48. We recognize that despite our belief in the strength of Plaintiffs' Claims and Plaintiffs' and the proposed Class's ability to secure a judgment and award of damages, the expense, duration, and complexity of protracted litigation would be substantial and the outcome uncertain.

49. We are also mindful that absent the proposed Settlement, Defendant's defenses could deprive Plaintiffs and the proposed Settlement Class of any potential relief whatsoever. Defendant would continue to challenge liability, oppose class certification vigorously, and would

prepare a competent defense at trial. Defendant could also appeal any adverse decision on the merits or challenge the award of statutory damages.

50. The Parties did not discuss Attorneys' Fees or any Service Award until after agreeing on the material terms of the Settlement, including the Settlement Class definition, Settlement Class Benefits, and the Releases.

51. The Settlement was reached in the absence of collusion, and is the product of good faith, informed, and arm's-length negotiations by competent counsel with the assistance of Judge Denlow at mediation. There are no additional agreements that require identification or examination under Rule 23(e)(3).

52. Plaintiffs' counsel have vigorously represented the Settlement Class and will continue to do so after Preliminary Approval and Final Approval.

53. In our professional opinion, the relief provided by the proposed Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class, and we respectfully recommend it to the Court for its preliminary approval. Plaintiffs' Counsel have conferred with Plaintiffs, who also support the proposed Settlement.

Settlement Administrator and Notice Program

54. Plaintiffs' Counsel selected Verita Global, LLC as the Settlement Administrator, based in part on its experience in similar class actions and a notice plan proposal that includes innovative, thoughtful and technologically sophisticated means of providing notice to Settlement Class Members, at a reasonable cost. Verita is extremely experienced in administering data privacy and security class action settlements. *See Declaration of Snow Wallace Regarding Settlement Notice Plan*, attached hereto as **Exhibit 4**.

55. In its role, Verita will oversee the Notice Program. The Notice Program is designed to provide the best notice practicable and is tailored to take advantage of the information Defendant has about the Settlement Class.

56. The Notice will properly inform Settlement Class Members of the Settlements' substantive terms. It will advise Settlement Class Members of their options for remaining part of the Settlement Class or for opting out of the Settlement; for submitting Claim Forms, for objecting to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; and how to obtain additional information about the Settlement.

57. The Notice Program is designed to directly reach a very high percentage of Settlement Class Members with Postcard and Email Notices, with consideration that the Settlement Class Members' contact information is readily available to Defendant. It meets or exceeds the requirements of constitutional due process.

58. It is Class Counsels' opinion that the Notice Plan here provides the best notice practicable.

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct. Executed this April 28, 2025, in Chicago, Illinois.

/s/ David S. Almeida
David S. Almeida

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct. Executed this April 28, 2025, in Little Rock, Arkansas.

/s/ Christopher D. Jennings
Christopher D. Jennings

EXHIBIT 1

SETTLEMENT AGREEMENT

Smith, et al. v. Loyola University Medical Center
1:23-cv-15828 (N.D. Ill.)

This Settlement Agreement is made and entered into by, between and among the following Settling Parties (collectively, the “Parties”): (i) Kensandra Smith and Mary Ellen Nilles, individually and on behalf of the Settlement Class, by and through their counsel of record, on the one hand and (ii) Loyola University Medical Center (“Defendant” or “LUMC”), by and through its counsel of record, on the other hand. The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally and forever resolve, discharge and settle the Litigation and Released Claims, upon and subject to the terms and conditions herein.

OVERVIEW OF SETTLEMENT TERMS

For reference, a general overview of material Settlement Terms are:

Class Definition:	All persons who logged into the LUMC MyChart patient portal account at least once from January 1, 2018 through December 31, 2022.
Number of Class Members:	333,158
Settlement Fund Created:	\$2,665,264.00
Settlement Administrator:	Verita Global
Time to Provide Class List:	21 Days after Preliminary Approval
Funding 1/2 of Settlement Fund:	21 Days after Preliminary Approval
Time to Effectuate Notice:	30 Days after Preliminary Approval
Time to File Claim:	60 Days after Notice Date
Time to File an Objection:	60 Days after Notice Issued
Time to File Exclusion:	60 Days after Notice Issued
Time for Final Approval Papers:	14 Days before Final Approval Hearing
Time for Final Hearing:	120 Days after Preliminary Approval
Funding 2/2 of Settlement Fund:	7 Days before Final Approval Hearing

RECITALS

WHEREAS, in connection with the healthcare services LUMC provides, LUMC, owns, maintains and operates a website (www.loyolamedicine.org, the “Website”) and patient portal (available at <https://myloyola.luh.org/mychart/>, “Patient Portal”) (collectively, the “Web Properties”).

WHEREAS, on September 26, 2023, representative plaintiffs Kensandra Smith and Mary Ellen Nilles commenced a class action lawsuit by filing a complaint in the Circuit Court of Cook County, Illinois County Department, Chancery Division.

WHEREAS, on September 9, 2023, LUMC removed the state court case to the United States District Court for the Northern District of Illinois captioned *Smith et al v. Loyola University Medical Center*, which was assigned case number 1:23-cv-15828 (the “Litigation”).

WHEREAS, on January 26, 2024, Plaintiffs amended their complaint (the “Complaint”).

WHEREAS, by the Complaint, Plaintiffs alleged that LUMC used the Facebook Pixel and Google Analytics tracking tools on its Web Properties to collect and to disclose personal health information to third parties, including, but not necessarily limited to, Meta Platforms, Inc. d/b/a Meta (“Facebook”) and Google LLC (“Google”). Plaintiffs allege that LUMC’s implementation and usage of such tracking tools allegedly resulted in the invasion of Plaintiffs’ and Settlement Class Members’ privacy and other alleged common law and statutory violations. Specifically, Plaintiffs asserted claims under federal and Illinois law: (i) violation of the Electronic Communications Privacy Act for an Unauthorized Interception, Use, and Disclosure; (ii) negligence; (iii) invasion of privacy; (iv) breach of implied contract; (v) unjust enrichment; (vi) breach of implied duty of confidentiality; (vii) violation of Illinois Consumer Fraud and Deceptive Business Practices Act; and (viii) violation of Illinois Eavesdropping Statute.

WHEREAS, on March 26, 2024, Defendant filed a Motion to Dismiss Plaintiffs' Complaint pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6). On April 25, 2024, Plaintiffs filed their Opposition to Defendant's Motion to Dismiss. On May 2, 2024, Defendant filed its Reply.

WHEREAS, on July 9, 2024, Judge Daniel issued a Memorandum Opinion and Order granting in part and denying in part Defendant's Motion to Dismiss. The Court denied Defendant's motion with respect to the following claims: (i) violation of the Electronic Communications Privacy Act for an Unauthorized Interception, Use, and Disclosure; (ii) negligence; and (iii) violation of Illinois Eavesdropping Statute.

WHEREAS, beginning in July 2024, the Parties began formal discovery under the guidance of Magistrate Judge M. David Weisman.

WHEREAS, in October 2024, following informal and formal discovery, the Parties agreed to mediate before the Hon. Morton Denlow (Ret.) in January 2025.

WHEREAS, from October 2024 to January 2025, the Parties continued informal discovery and settlement-related communications.

WHEREAS, on January 16, 2024, the Parties engaged in a full-day mediation before Hon. Morton Denlow (Ret.).

WHEREAS, the mediation was successful and resulted in a settlement in principle and the execution of a binding class action settlement term sheet;

WHEREAS, this Agreement sets forth the complete and final understanding of the Parties regarding the settlement of the Litigation.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by, between and among the Class Representatives, individually and on behalf of the Settlement Class, Class Counsel and LUMC, that, subject to the approval of the Court, the Litigation and the Released

Claims shall be finally, fully and forever compromised, settled and released and the Litigation shall be dismissed with prejudice as to the Settling Parties, the Settlement Class and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

I. DEFINITIONS.

As used anywhere in the Settlement Agreement, including the recitals, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement, including all exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Litigation between them and which is subject to approval by the Court.

1.2 “Attorneys’ Fees and Expenses” means the attorneys’ fees, costs and expenses incurred by Class Counsel in connection with investigating, commencing, prosecuting and settling the Litigation on behalf of Class Members.

1.3 “Claimant” means a Person who submits a Claim.

1.4 “Claims Administration” means the processing and payment of claims received from Settlement Class Members by the Settlement Administrator.

1.5 “Claims Administration Cost” means all actual costs associated with or arising from Claims Administration.

1.6 “Claims Deadline” is the date by which Settlement Class Members must submit a valid Claim Form to receive a cash payment under the Settlement. The Claim Deadline shall be sixty (60) days after the Notice Date.

1.7 “Claim Form” means the form that will be available for Settlement Class Members to submit a Settlement Claim to the Settlement Administrator, substantially in the form as shown

in Exhibit C to this Settlement Agreement. Settlement Class Members must submit a Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.

1.8 “Claim Payment” means a *pro rata* digital payment or mailed check to each Claimant that submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the following distribution procedures:

1.9 “Class Counsel” shall mean David S. Almeida, Esq. of Almeida Law Group LLC located at 849 W. Webster Avenue in Chicago, Illinois 606114 and Christopher D. Jennings, Esq. of Jennings & Earley PLLC located at 500 President Clinton Avenue, Suite 110 in Little Rock, Arkansas 72201.

1.10 “Class Representative,” “Plaintiffs” or “Named Plaintiffs” means Kensandra Smith and Mary Ellen Nilles.

1.11 “Defendant’s Counsel” shall mean Justin M. Holmes of Gordon Rees Scully Mansukhani, LLP located at 3 Logan Square, 1717 Arch Street in Philadelphia, Pennsylvania 19103.

1.12 “Effective Date” shall mean the date when the Settlement Agreement becomes final, which is thirty (30) days after the Court grants final approval, assuming no appeals are filed. If any appeal is filed, the Effective Date will be thirty (30) days from when the appeal is decided and a Judgment has been entered.

1.13 “Final” 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; 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 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 is no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys' fee award made in this case shall not affect whether the Judgment is "Final" or any other aspect of the Judgment.

1.14 "Final Approval Hearing" means the hearing at which the Court will determine whether to approve the proposed Settlement including determining whether the settlement benefits, Attorneys' Fees and Expenses, and Claims Administration Costs are fair, reasonable and adequate.

1.15 "Judgment" means a final Judgment rendered by the Court pursuant to Federal Rule of Civil Procedure 54(b).

1.16 "Long-Form Notice" means the long-form notice of settlement to be posted on the Settlement Website, substantially in the form of Exhibit A.

1.17 "Objection Date" means the date by which Settlement Class Members must file with the Court any objections to the Settlement. The Objection Date shall be sixty (60) days after the Notice Date.

1.18 "Opt-Out Date" means the date by which Settlement Class Members must request to be excluded from the Settlement Class for that request to be effective. The Opt-Out Date shall be sixty (60) days after the Notice Date.

1.19 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives or assignees.

1.20 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ proposed form of Preliminary Approval Order is attached to this Agreement as Exhibit D.

1.21 “Related Entities” means LUMC’s past or present parents, subsidiaries, affiliates, divisions, successors and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of these entities’ respective predecessors, successors, directors, managers, officers, employees, members, principals, agents, attorneys, insurers and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation.

1.22 “Released Claims” shall collectively mean any and all claims and causes of action, both known and unknown, and including any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, Attorneys’ Fees and Expenses, pre-judgment interest, statutory damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been or could have been asserted by any Settlement Class Member against any of the Released Persons based on, relating to, concerning or arising out of the Litigation or the allegations, facts or circumstances described therein. Released claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the settlement contained in this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.23 “Released Persons” means LUMC and its Related Entities.

1.24 “Settlement Administrator” means Verita Global, as approved by the Court.

1.25 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.26 “Settlement Class” means all persons who logged into the LUMC MyChart patient portal account at least once from January 1, 2018 through December 31, 2022. The Settlement Class shall not include Defendant, its affiliates, parents, subsidiaries, officers, directors, and the judge(s) presiding over this matter and their clerk(s).

1.27 “Settlement Class Member” means any Person who falls within the definition of the Settlement Class.

1.28 “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement including, but not limited to, this Settlement Agreement, the Short-Form Notice, the Long-Form Notice and the Claim Form, among other things as agreed upon by the Parties and approved by the Court as required.

1.29 “Service Award” means the amount to be paid to the Class Representative to compensate her for the time and effort spent pursuing the Litigation on behalf of the Settlement Class, subject to approval of the Court, and which shall not exceed an amount of two thousand five hundred dollars (\$2,500) to each Class Representative. The Service Award shall be paid from the Settlement Fund.

1.30 “Short-Form Notice” means the short-form notice of this proposed class action Settlement, substantially in the form as shown in Exhibit B to this Settlement Agreement. The Short-Form Notice will direct recipients to the Settlement Website where recipients may view the Long-Form Notice and make a claim for monetary relief. The Short-Form Notice will also inform Settlement Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Date and Objection Date and the date of the Final Approval Hearing.

II. THE SETTLEMENT FUND.

2.1 The Settlement Fund. Defendant agrees to fund a non-reversionary settlement fund (the “Settlement Fund”) in the amount of Two Million Six Hundred Sixty-five Thousand Two Hundred Sixty Four Dollars and No Cents (\$2,665,264.00). The Settlement Fund shall be funded as follows:

- a. One half (1/2) of the Settlement Fund shall be placed in a qualified escrow account, to be established by the Settlement Administrator for the benefit of the Settlement Class within twenty-one (21) days after the Court’s entry of the Preliminary Approval Order.
- b. One half (1/2) of the Settlement Fund (the remaining funds) will be placed in the previously established escrow account seven (7) days prior to the final approval hearing.

2.2 Use of the Settlement Fund. The Settlement Fund shall be used to pay for: (i) reasonable Claims Administration Costs incurred and as approved by the Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Award if and as approved by the Court and (iv) any Attorneys’ Fees and Expenses Award if and as approved by the Court thereby yielding a net settlement fund (the “Net Settlement Fund”), which shall, in turn, be distributed in its entirety on a *pro rata* basis to all Settlement Claim Members who submit a timely and valid Claim.

2.3 Maximum Amount. Under no circumstances shall Defendant’s liability or responsibility exceed Two Million Six Hundred Sixty Five Thousand Two Hundred Sixty Four Dollars and No Cents (\$2,665,264.00) for the Settlement.

2.4 Settlement Fund Payment Timing. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator by the date that the Preliminary Approval Order is entered. If Defendant does not receive this information by the date

that the Preliminary Approval Order is entered, the payments specified by this paragraph shall be made within twenty-one (21) days after LUMC receives this information.

2.5 Settlement Fund Custody. The Settlement Fund shall be deposited in an appropriate qualified settlement fund account established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this Agreement is voided, terminated or cancelled further to and in accordance with the terms and conditions set forth herein.

In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel shall have no obligation to repay any of the Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts remaining in the Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to Defendant and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

2.6 Settlement Fund Account. The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement Administrator and approved by Class Counsel and Defendant, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

2.7 Withdrawal Authorization. No amounts may be withdrawn from the Settlement Fund unless (i) expressly authorized by the Settlement Agreement or as may be (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable

Claims Administration Costs from the Settlement Fund as such expenses are invoiced without further order of the Court. The Settlement Administrator shall provide Class Counsel and Defendant 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) business days prior to making such withdrawal or payment.

2.8 Class Member Payments. The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Fund to Claimants pursuant to this Agreement.

2.9 Cy Pres. The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee any *cypres* distribution of any Residual Funds to an agreed upon charitable organization unaffiliated with the Parties pursuant to this agreement.

2.10 Treasury Regulations and Fund Investment. The 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 by the Settlement Fund. The 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. 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 payment clearing process. The Settlement Administrator shall provide an accounting of 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.

2.11 Taxes. All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered a Claims Administration Cost, 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 Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The 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.

2.12 Limitation of Liability. Defendant and Defendant's 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; (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 or costs incurred in

connection with the taxation of the Settlement Fund or the filing of any returns. Defendant also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.

The 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; (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 or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

III. SETTLEMENT ADMINISTRATION.

3.1 Cost of Claims Administration. All agreed upon and reasonable Claims Administration Costs will be paid from the Settlement Fund. The Claims Administration Costs will be capped at One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00).

3.2 Claims Administration Process. The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement Agreement and any additional processes agreed to by both Class Counsel and Defendant's Counsel, subject to the Court's supervision and direction as circumstances may require.

3.3 Claims Submission. To make a claim, a Settlement Class Member must complete and submit a valid, timely and signed Claim Form. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by

the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

3.4 Claims Review. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness and completeness. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether the Claimant is a Settlement Class Member and the Claimant has provided all information needed to complete the Claim Form

3.5 Claims Payments. Subject to the terms and conditions of this Settlement Agreement, beginning thirty (30) Days after the Effective Date, or, if Claim Form verification is ongoing, sixty (60) Days after the Effective Date, the Settlement Administrator shall provide a *pro rata* digital payment or mail check to each Claimant that has submitted a Claim Form approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the following distribution procedures:

- a. The Settlement Administrator shall utilize the Settlement Fund, after accounting for payment of the Costs of Administration, payment of Attorneys' Fees and Costs of Litigation, and payment of the Plaintiffs' Service Award, to make all Claim Payments as described in Paragraph 3.5. The amount of each individual Claim Payment shall be calculated by dividing the post-expenses Settlement Fund amount by the number of valid claims.

3.6 Claims Payments. Each Claim Payment shall be delivered to the digital or physical address provided by the Claimant on his or her Claim Form. All Claim Payments issued under this section shall be void if not negotiated within ninety (90) calendar days of their date of issue and shall contain a legend to that effect. Claim Payments issued pursuant to this section that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued.

3.7 Undeliverable Claims Payments. For any Claim Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Claim Payment within thirty (30) Days after the payment is returned to the Settlement Administrator as undeliverable.

3.8 Residual Funds. No portion of the Net Settlement Fund shall revert or be repaid to Defendant after the Effective Date. Any Residual Funds shall be disposed of as follows:

- a. If residual funds would allow for a payment of five dollars (\$5.00) or more, after accounting for administrative expenses, then a second payment distribution shall be issued to all individuals who negotiated their initial payment.
- b. If residual funds are insufficient to provide at least five dollars (\$5.00) after accounting for administrative expenses, then the residual funds will be paid to *cy pres* recipient American Red Cross.

3.9 Third-Party Creditors. In the event a third party, such as a bankruptcy trustee, former spouse or other third party has, or claims to have, a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

IV. NOTICE TO SETTLEMENT CLASS MEMBERS.

4.1 Defendant's Obligation to the Notice Program. Within twenty-one (21) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the names, last known email addresses and last known home addresses for the Settlement Class Members (the "Class List").

4.2 Notice Timing. Within thirty (30) Days following entry of the Preliminary Approval Order (“Notice Date”), the Settlement Administrator shall send the Short-Form Notice to all Settlement Class Members.

4.3 Notice Method. This Notice shall be provided by email to the greatest extent possible, as expressly provided for by Rule 23(e) of the Federal Rules of Civil Procedure. To the extent that an email address is not available for a Settlement Class Member, notice shall be provided by USPS regular mail. A second (follow-up or reminder) email notice shall be sent between 30 and 45 days before the close of the Claims Deadline.

4.4 Settlement Website. No later than thirty (30) Days following entry of the Preliminary Approval Order, and prior to the delivery of notice to all Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, Short-Form Notice, Long-Form Notice, Claim Form, this Settlement Agreement and other relevant settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, which approval shall not be unreasonably withheld. The website address and the fact that a more detailed Long-Form Notice and a Claim Form are available through the website shall be included in the Short-Form Notice. The Settlement Website shall be maintained from the Notice Date until ninety (90) Days after the Claims Deadline has passed.

4.5 Non-Monetary Relief. LUMC will stop the use of tracking technologies without prominent disclosures through the use of a “cookie banner” or certain technology that sanitizes the information collected via tracking technologies.

4.6 Affidavit of Compliance. Prior to the Final Approval Hearing, the Settlement Administrator shall provide Class Counsel an affidavit or declaration concerning compliance with the Court-approved Notice Program.

V. OPT-OUT PROCEDURES.

5.1 Opt-Out Method. Any Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated postal address established by the Settlement Administrator. The written notice must clearly manifest a Person's intent to be excluded from the Settlement Class, which intent shall be determined by the Settlement Administrator. Written notice must be postmarked by the Claims Deadline to be effective. Settlement Class Members may only opt-out on behalf of themselves; each and every Person desiring to opt-out of the Settlement must separately comply with these requirements.

5.2 Opt-Out Effect. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not appropriately request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and any Judgment entered thereon.

5.3 Opt-Out Reporting. Commencing one week from the date Notice commences, the Settlement Administrator will notify Defendant's Counsel and Class Counsel regarding the number of potential Settlement Class Members that have elected to opt-out of the Settlement Class and will continue to provide weekly updates. No later than ten (10) days after the Claims Deadline, the Settlement Administrator shall provide a final report to Class Counsel and Defendant's Counsel

that summarizes the number of written notifications of Opt-Outs received to date and any other pertinent information as requested by Class Counsel and Defendant's Counsel.

VI. OBJECTIONS TO THE SETTLEMENT.

6.1 Objection Method. Any Settlement Class Member who wishes to object to the Settlement Agreement (an "Objection") must file a written objection with the Court and serve same on Class Counsel and Defendant's Counsel, at the addresses set forth herein.

6.2 Objection Requirements. Each Objection must (i) set forth the Settlement Class Member's full name, current address, telephone number and email address; (ii) contain the Settlement Class Member's original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case name, court and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years.

6.3 Objection Deadline. Objections must be made in writing and filed with the Court as well as served on both Class Counsel and Defendant's Counsel by mail no later than sixty (60) Days after the Notice Date ("Objection Deadline") to the addresses set forth below:

a. Class Counsel:

David S. Almeida, Esq.
Almeida Law Group LLC

849 W. Webster Avenue
Chicago, Illinois 60614
david@almeidalawgroup.com

Christopher D. Jennings, Esq.
JENNINGS & EARLEY PLLC
500 President Clinton Ave., St. 110
Little Rock, Arkansas 72201
chris@jefirm.com

b. Defendant's Counsel:

Justin M. Holmes, Esq.
Gordon Rees Scully Mansukhani, LLP
3 Logan Square, 1717 Arch Street
Philadelphia, PA 19103

6.4 Objection Response. Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law filed and served prior to the Final Approval Hearing.

6.5 Objector Noncompliance. Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

6.6 Reciprocity. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of Objections, comments or other documents or filings received from a Settlement Class Member.

6.7 Objector Attendance. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must, by the Objection Deadline, either mail or hand-deliver to the Court or file a notice of appearance in

the Litigation, take all other actions or make any additional submissions as may be required in the Long-Form Notice, this Settlement Agreement, or as otherwise ordered by the Court, and mail that notice and any other such pleadings to Class Counsel and Defendant's Counsel as provided in the Long-Form Notice.

6.8 Attending Objector Counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.

6.9 Objector Noncompliance. An objecting Settlement Class member who fails to appropriately notify of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, or otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

VII. RELEASE.

7.1 Effect of Release. Subject to Court approval, as of the Effective Date, the Final Approval and Final Judgment shall provide that Plaintiffs and all Settlement Class Members are bound by this Settlement Agreement and that the Litigation, the Released Claims, and all Unknown Claims are dismissed with prejudice.

7.2 Released Claims. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs and the Settlement Class will be deemed to have fully, finally and forever completely released, relinquished and discharged the

Released Persons from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages or liabilities of any nature whatsoever, known, unknown or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to, and that were or could have been asserted in the Litigation (the "Release"). The Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel and claim and issue preclusion. The Released Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to or filed in connection with the Released Claims.

7.3 Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Litigation and that any of the Plaintiffs, Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys and assigns do not know to exist or suspects to exist, which, if known by him, her or it, might affect his, her or its agreement to release Defendant and all other Released Persons, or might affect his, her or its decision to agree to, or object or not to object to the Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class, and any Releasing Persons shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE PLAINTIFFS DO NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEFENDANT.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Settlement Class Representatives, Settlement Class Members, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

7.4 Limitations on Recourse. On the Effective Date, Plaintiffs and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights and remedies provided hereunder. No other action, demand, suit, arbitration or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to the Released Claims.

7.5 Injunction from Prosecuting. On entry of the Final Approval Order and Final Judgment, the Plaintiffs and Settlement Class Members shall be enjoined from prosecuting, respectively, the Released Claims, in any proceeding in any forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

7.6 Inclusion of Fees. Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement or the Released Claims as well as any and all claims for the Service Award to Plaintiffs.

7.7 Settlement Agreement Enforcement. Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein. Nor shall the Release be construed to release claims arising out of physical injuries alleged to arise from the treatment Plaintiffs and Settlement Class Members received from Defendant.

VIII. ATTORNEYS' FEES, COSTS AND EXPENSES & SERVICE AWARDS.

8.1 Attorney's Fees, Costs and Expenses. Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed one third (1/3) of the Net Settlement Fund and for reasonable costs and expenses incurred in prosecuting the Litigation, not to exceed \$25,000.00, for a total request not to exceed Nine Hundred Thirteen Thousand Dollars and Thirty-Three Cents (\$913,000.00). Class Counsel's attorneys' fees, costs and expenses if and as awarded by the Court shall be paid no later than fourteen (14) days after the Effective Date. The Parties did not discuss or agree upon payment of attorney's fees, costs or expenses until after they agreed on all materials terms of relief to the Settlement Class.

8.2 Service Award. Class Counsel shall request the Court to approve a Service Award of Two Thousand Five Hundred Dollars and No Cents (\$2,500.00) for each of the Named Plaintiffs, Kensandra Smith and Mary Ellen Nilles, which award is intended to recognize Plaintiffs

for their effort in the Litigation and commitment on behalf of the Settlement Class. If and as approved by the Court, this Service Award will be paid no later than fourteen (14) days after the Effective Date. The Parties did not discuss or agree upon payment of service awards until after they agreed on all material terms of relief to the Settlement Class.

8.3 Application Deadline. Class Counsel will file applications with the Court for the requested Service Awards and Attorneys' Fees and Expenses no later than fourteen (14) days prior to the Objection Deadline.

8.4 Non-Contingent Provision. The Parties agree that the Court's approval, denial or reduction of any request for the Service Awards or Attorneys' Fees and Expenses are not conditions to this Settlement Agreement and are to be considered by the Court separately from Final Approval, reasonableness and adequacy of the settlement. Any reduction to the Service Award or award of attorneys' fees, costs or expenses shall not operate to terminate or cancel this Settlement Agreement. In the event of a reduction in fees, any remaining funds will be distributed *pro rata* to Settlement Class Members or as residual funds to the *cy pres* recipient.

IX. SETTLEMENT APPROVAL PROCESS.

9.1 **Preliminary Approval Order Requirements:** After execution of this Settlement Agreement, the Parties shall timely and jointly move the Court to enter the Preliminary Approval Order, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Provisionally certifies the Settlement Class;
- c. Finds the proposed settlement is sufficiently fair, reasonable, adequate, and in the best interest of the settlement class.
- d. Finds: (i) the Notice Program constitutes a valid, due, and sufficient notice to the Settlement Class members and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws

of Illinois and the United States, the Constitution of the United States, and any other applicable law, and (ii) that no further notice to the Settlement Class is required beyond that provided through the Notice Program;

- e. Appoints Plaintiffs as the Settlement Class Representatives for settlement purposes only;
- f. Appoints Class Counsel as counsel to the Settlement Class for settlement purposes only;
- g. Appoints the Settlement Administrator and directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program;
- h. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- i. Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;
- j. Schedules an appropriate Opt-Out Date, Objection Deadline, and other Settlement-related dates and deadlines in accordance with this Settlement Agreement to be included in the Class Notice;
- k. Schedules a Final Approval Hearing to consider the final approval, reasonableness and adequacy of the proposed settlement and whether it should be finally approved by the Court; and
- l. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

9.2 Preliminary Approval Order. A copy of the Preliminary Approval Order is attached as Exhibit D to this Settlement Agreement.

X. FINAL APPROVAL HEARING & ORDER.

10.1 Final Approval Hearing. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred and twenty (120) Days after the entry of the Preliminary Approval Order.

10.2 Responding to Objections. The Parties may file a response to any objections to the Motion for Final Approval no later than fourteen (14) days after the Objection Deadline.

10.3 Final Approval Order. The Parties shall ask the Court to enter a Final Approval Order and Judgment which includes the following provisions:

- a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due and sufficient notice, and complies fully with the laws of Illinois, the United States Constitution and any other applicable law;
- b. Approval of the Settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate and in the best interests of the Class, in all respects, finding that the Settlement is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;
- c. A finding that after proper notice to the Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made or a finding that all timely objections have been considered and denied;
- d. A finding that neither the Final Judgment, the settlement, nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;
- e. Subject to the reservation of jurisdiction for matters discussed in subparagraph (h) below, a dismissal with prejudice of the Litigation;
- f. A finding that Plaintiffs shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally and forever completely released, relinquished and discharged the Released Persons from the Plaintiffs' Released Claims;
- g. A finding that all Settlement Class Members shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally and forever completely released, relinquished and discharged the Released Persons from the Released Class Claims;
- h. A reservation of exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things, (i) supervising the implementation, enforcement, construction and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final

Judgment; and (ii) supervising the administration and distribution of the relief to the Settlement Class and resolving any disputes that may arise with regard to the foregoing; and

- i. If and when the Settlement becomes Final, the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs and expenses not otherwise awarded in accordance with this Settlement Agreement.

XI. TERMINATION OF THIS SETTLEMENT AGREEMENT.

11.1 Termination Rights. Each Party shall have the right but not the obligation to terminate this Settlement Agreement if:

- a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to Exhibit D hereto);
- b. The Court denies final approval of this Settlement Agreement (or grants final approval through an order that materially differs in substance from Exhibit D hereto);
- c. The Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the settlement on the terms set forth herein or
- d. The Effective Date cannot occur.

11.2 Blow-Up Provision. Defendant shall have the exclusive right to terminate this Settlement Agreement if 1% of the putative class, or 3,332 persons, legally opt-out of the settlement pursuant to the procedures set forth in Section 5 of this Settlement Agreement.

11.3 Termination Notice. If a Party elects to terminate this Settlement Agreement under this Section XI, that Party must provide written notice to the other Party's counsel, by hand delivery, mail or e-mail within ten (10) days of the occurrence of the condition permitting termination.

11.4 Effect of Termination or Settlement Non-Occurrence. If this Settlement Agreement is terminated or disapproved or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

11.5 Reservation of Rights. If the Court does not approve the Settlement or the Effective Date cannot occur for any reason, Defendant shall retain all their rights and defenses in the Litigation, without any qualification whatsoever. For example, Defendant shall have the right to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

11.6 Appellate Right. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

XII. MISCELLANEOUS PROVISIONS.

12.1 Superseding Agreement. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and Settlement Agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

12.2 Incorporation of Recitals & Exhibits. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

12.3 Best Efforts. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect.

12.4 Severability. In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal or unenforceable provision(s).

12.5 Successors & Assigns. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons and Settlement Class Members.

12.6 Construction Equality. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

12.7 Non-Waiver. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

12.8 Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

12.9 Independent Judgment. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she or it is acting upon his, her or its independent judgment and the advice of his, her or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

12.10 Authority. Each signatory below warrants that she, he or it has the requisite authority to execute this Settlement Agreement and bind the Party on whose behalf she, he or it is executing the Settlement Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement

Agreement.

Dated: April ¹____, 2025

Kensandra Smith

Kensandra Smith
Plaintiff

Dated: April ²³____, 2025

[Signature]

[REPRESENTATIVE]
Loyola University Medical Center

Dated: April ⁷____, 2025

Mary Ellen Nilles

Mary Ellen Nilles
Plaintiff

Dated: April ⁸____, 2025

Justin M. Holmes

By: Justin M. Holmes, Esq.
Gordon Rees Scully Mansukhani, LLP
3 Logan Square, 1717 Arch Street
Philadelphia, PA 19103

Counsel for Defendant

Dated: April ⁸____, 2025

[Signature]

By: David S. Almeida, Esq.
ALMEIDA LAW GROUP LLC
849 W. Webster Avenue
Chicago, Illinois 60614
(708) 437-6476
david@almeidalawgroup.com

Dated: April ⁸____, 2025

Chris Jennings

By: Christopher D. Jennings, Esq.
JENNINGS & EARLEY PLLC
500 President Clinton Ave., St. 110
Little Rock, Arkansas 72201
T: (501) 247-6267
chris@jefirm.com

*Counsel for Plaintiffs & the Settlement
Class*

PROPOSED SETTLEMENT TIMELINE

Defendant provides Class List to Settlement Administrator [¶ 4.1]	+21 days after preliminary approval
Defendant will make initial payment to Settlement Administrator [¶ 2.1(a)]	+21 days after preliminary approval
Notice Date [¶ 4.2]	+30 days after preliminary approval
Objection Deadline [¶ 6.3]	+60 days after Notice Date
Opt-Out Deadline [¶ 1.18]	+60 days after Notice Date
Settlement Administrator Provides a Final Report of Objections/Exclusions to the Parties' Counsel [¶ 5.3]	+10 days after Opt-Out and Objection Deadline
Claims Deadline [¶ 1.6]	+60 days after Notice Date
Final Approval Hearing [¶ 10.1]	_____, 2025 No earlier than 120 Days after the entry of the Preliminary Approval Order.
Effective Date [¶ 1.12]	+30 days after final approval
Defendant will complete deposit into Settlement Fund [¶ 2.1(b)]	-7 days before Final Approval Hearing
Payment of Claims [¶ 1.8]	+30 days after Effective Date
Payment of Attorneys' Fees, Expenses and Service Awards [¶¶ 8.1, 8.2]	+30 days after Effective Date
Settlement Website Deactivation [¶ 4.4]	+90 days after Claims Period Ends

EXHIBIT A

Email Notice

Loyola University Medical Center Pixel Litigation

If you accessed Loyola University Medical Center's MyChart patient account portal you may be entitled to a Cash Payment from a class action settlement.

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

Click here to file a claim by [(60) days after notice date].

Why did I get this notice? A settlement has been proposed in a class action lawsuit against Loyola University Medical Center ("Defendant" or "LUMC") relating to LUMC's alleged use of Facebook Pixel and Google Analytics tracking tools on its Website and Patient Portal between January 1, 2018 and December 31, 2022, during which Plaintiffs allege their personal health information was shared with third parties.

Plaintiffs claim that LUMC did not have authorization to share their data, and LUMC denies any wrongdoing. No judgment or determination of wrongdoing has been made by the Court.

Who is Included? The settlement includes all persons who logged into the LUMC MyChart patient portal account at least once from January 1, 2018 through December 31, 2022 ("Settlement Class Members"). The Defendant, its affiliates, parents, subsidiaries, officers, directors, and the judge(s) presiding over this matter and their clerk(s) are not included.

What does the Settlement Provide? The Settlement establishes a \$2,665,264.00 Settlement Fund to be used to pay valid claims a *pro rata* Cash Payment; costs of Notice and administration; Service Awards to the Class Representatives; and Attorneys' Fees and Costs (not to exceed \$913,000). Also, LUMC has agreed to stop the use of tracking technologies without prominent disclosures through the use of a "cookie banner" or certain technology that sanitizes the information collected via tracking technologies.

How To Get Benefits: To receive a cash payment, you must complete and file a Claim Form online or by mail postmarked by [sixty (60) days after notice date]. You can file your claim online at www.XXXXXXXX.com or download and submit by mail.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by [(60) days after notice date]. If you do not exclude yourself, you will release any claims you may have against LUMC and Released Parties as more fully described in the Settlement Agreement, available at www.XXXXXXXX.com. If you do not exclude yourself, you may object to the Settlement. Visit the website for complete information on how to exclude yourself or object to the Settlement.

The Final Approval Hearing. The Court has scheduled a hearing in this case for DATE at TIME before the Honorable Jeremy C. Daniel in the Everett McKinley Dirksen United States Courthouse, located at 219 South Dearborn Street, Chicago, IL 60604, to consider: whether to approve the Settlement, Service Awards, Attorneys' Fees and Expenses as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

You may contact the settlement administrator at the e-mail address, phone number or mailing address below if you have any questions.

LUMC Pixel Litigation

c/o [ADMIN]

[ADMIN ADDRESS]

[ADMIN EMAIL]

Toll free telephone number: xxxxxxxxxxxxxxxxx

EXHIBIT B

NOTICE OF CLASS ACTION SETTLEMENT

NORTHERN DISTRICT OF ILLINOIS
Smith et. al. v. Loyola University Medical Center
1:23-cv-15828

If you accessed the Loyola University Medical Center MyChart patient account portal between January 1, 2018 and December 31, 2022, you may be entitled to a Cash Payment from a class action settlement.

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

A class action settlement has been proposed in a class action lawsuit against Loyola University Medical Center (“Defendant” or “LUMC”) relating to LUMC’s alleged use of Facebook Pixel and Google Analytics tracking tools on its Website and Patient Portal between January 1, 2018 and December 31, 2022, during which Plaintiffs allege their personal health information was shared with third parties.

LUMC has denied the allegations.

The Parties have reached a Settlement to resolve the claims and to provide relief to those affected.

You are a “Settlement Class Member” if you accessed the LUMC MyChart patient account portal between January 1, 2018 and December 31, 2022. (“Relevant Period”),

- Under the Settlement, LUMC has agreed to establish a Settlement Fund in the amount of Two Million Six Hundred Sixty-five Thousand Two Hundred and Sixty-Four Dollars (\$2,665,264.00) for *pro rata* cash payments to all verified Class Members who submit a valid claim. The Settlement Fund will also be used to pay for the costs of the settlement administration, court-approved attorneys’ fees, litigation costs and expenses, and Class Representative Service Awards. In addition, LUMC has agreed to stop the use of tracking technologies without prominent disclosures through the use of a “cookie banner” or certain technology that sanitizes the information collected via tracking technologies.
- Each Settlement Class Member may submit a claim either electronically through a settlement website or by mail.
- The amount in the Net Settlement Fund (the amount remaining after deducting the costs of notice and settlement administration, Settlement Class Counsel’s Attorneys’ Fees and Expenses and the Service Awards for Plaintiffs) will be distributed *pro rata* to ensure the Settlement Fund is exhausted, with no reversion from the Settlement Fund to Defendant. Any amounts remaining in the Net Settlement Fund after payments are issued and cashed or expired shall be disbursed *cy pres*.

Please read this Notice carefully and in its entirety. Your rights may be affected by the Settlement of this lawsuit, and you have a choice to make now about how to act:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A VALID CLAIM BY [(60)) CALENDAR DAYS AFTER SETTLEMENT NOTICE DATE], 2025	The only way to get a cash payment is if you submit a valid claim and qualify.

EXCLUDE YOURSELF FROM THE CLASS BY [(60) CALENDAR DAYS AFTER NOTICE BEGINS], 2025	You will not get a cash payment under this Settlement. This is the only option that allows you to be part of any other lawsuit against Defendant about the legal claims in this case.
OBJECT TO THE SETTLEMENT BY [(60) CALENDAR DAYS AFTER NOTICE BEGINS], 2025	Tell the Court the reasons why you don't like the Settlement.
GO TO A HEARING ON [DATE OF FINAL APPROVAL HEARING], 2025	Ask to speak in Court about the Settlement.
DO NOTHING	If you do nothing, you will not receive a settlement payment. You also give up rights to be part of any other lawsuit against Defendant about the legal claims in this case.

These rights and options—and the deadlines to exercise them—are explained in this notice. The Court in charge of this case still has to decide whether to approve the Settlement. Cash payments for valid claims will be issued only if the Court approves the Settlement and after the time for appeals has ended and any appeals are resolved. Please be patient.

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3. Why is this a class action?
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QUESTIONS? CALL XXXXXXXX OR VISIT www.XXXXXXXXXX.com.

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BASIC INFORMATION

1. Why was this notice issued?

A court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Honorable Jeremy C. Daniel is overseeing this class action. The case is known as *Smith et. al. v. Loyola University Medical Center*, Case No. 1:23-cv-15828 (N.D. Ill.) (the "Action"). The people who filed this lawsuit are called the "Plaintiffs" and the company they sued, Loyola University Medical Center, is called the "Defendant."

2. What is the lawsuit about?

The lawsuit alleges that between January 1, 2018 and December 31, 2022, Defendant used the Facebook Pixel and Google Analytics tracking tools on its Web Properties to collect and to disclose personal health information to third parties, including, but not necessarily limited to, Meta Platforms, Inc. d/b/a Meta ("Facebook") and Google LLC ("Google"). Plaintiffs allege that LUMC's implementation and usage of these tracking tools resulted in the invasion of Plaintiffs' and Settlement Class Members' privacy and other alleged common law and statutory violations. Specifically, Plaintiffs asserted claims under federal and Illinois law: (i) violation of the Electronic Communications Privacy Act for an Unauthorized Interception, Use, and Disclosure; (ii) negligence; (iii) invasion of privacy; (iv) breach of implied contract; (v) unjust enrichment; (vi)

QUESTIONS? CALL XXXXXXXX OR VISIT www.XXXXXXXXXX.com.

breach of implied duty of confidentiality; (vii) violation of Illinois Consumer Fraud and Deceptive Business Practices Act; and (viii) violation of Illinois Eavesdropping Statute.

Defendant denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. Defendant denies these and all other claims made in the Action. By entering into the Settlement, the Defendant is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the Class Representatives sue on behalf of all people who have similar claims. Together all these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class. The Class Representatives in this case are Kensandra Smith and Mary Ellen Nilles.

4. Why is there a settlement?

The Class Representatives and Defendant do not agree about the claims made in this Action. The Action has not gone to trial and the Court has not decided in favor of the Class Representatives or Defendant. Instead, the Class Representatives and Defendant have agreed to settle the Action. The Class Representatives and the attorneys for the Class ("Class Counsel") believe the Settlement is best for all Settlement Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Defendant.

WHO IS IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

You are a Settlement Class Member if you logged into the LUMC MyChart patient portal account at least once from January 1, 2018 through December 31, 2022. The Settlement Class does not include Defendant, its affiliates, parents, subsidiaries, officers, directors, and the judge(s) presiding over this matter and their clerk(s).

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the Settlement provide?

The Settlement will provide Settlement Class Members with *pro rata* cash payments in amounts to be determined in accordance with the terms of the Settlement. In addition, LUMC has agreed to stop the use of tracking technologies without prominent disclosures through the use of a "cookie banner" or certain technology that sanitizes the information collected via tracking technologies.

To receive a *pro rata* cash payment, you must submit a claim by the claim deadline. The amount of the cash payment will vary depending on the number of valid claims that are submitted.

Individual cash payments may be reduced or increased *pro rata* depending on the number of Settlement Class Members that file valid claims and the amount of money in the cash fund.

QUESTIONS? CALL XXXXXXXX OR VISIT www.XXXXXXXXXX.com.

Before determining if a cash payment is best for you, it is important for you to understand how Settlement Payments will be made. Class Counsel will seek reasonable attorneys' fees not to exceed \$913,000, costs not to exceed \$25,000, and Service Payments of \$2,500 to each of the Class Representatives which will be deducted from the Settlement Fund before making payments to Settlement Class Members. The Court may award less than these amounts. The Settlement Fund will also pay for the reasonable costs associated with providing notice of the Settlement and processing claim forms, as well as any applicable taxes. The remainder of the Settlement Fund will be distributed as *pro rata* cash payments to individuals who submit a valid claim form, which the Settlement Administrator has approved. If you submitted an Approved Claim prior to finalization of this Settlement, you will receive an automatic cash payment once the Settlement is approved by the Court and the Effective Date passes, provided you have not requested exclusion from the Settlement (see — "Excluding Yourself From The Settlement" below).

7. What am I giving up in exchange for the Settlement benefits?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against LUMC about the legal issues in this Action, resolved by this Settlement and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims. The Released Claims are identified in Section 7.2 of the Settlement Agreement ("Release") and are described below:

Plaintiffs and the Settlement Class will be deemed to have fully, finally and forever completely released, relinquished and discharged the Released Persons from any and all past, present and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages or liabilities of any nature whatsoever, known, unknown or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to, and that were or could have been asserted in the Litigation.

HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORM

8. How can I get a cash payment?

To get a cash payment, you must complete and submit a Claim Form **by XXXXXX XX, 202X**. Claim Forms may be submitted online at www.XXXXXXXXXX.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form.

The quickest way to submit a claim is online. If you received a Notice by mail, use your Claim Number (Unique ID) to submit your Claim Form. If you lost or do not know your Claim Number (Unique ID), please contact the Settlement Administrator at **[contact]** to obtain it.

If you wish to receive your payment digitally, via PayPal, Amazon, or Venmo, instead of a check, simply provide the email address associated with that payment account on the Claim Form where indicated. Anyone who submits a valid claim for a cash payment and does not elect to receive payment via PayPal, Venmo, or Amazon, will receive their payment via regular check sent through U.S. Mail.

QUESTIONS? **CALL XXXXXXXX OR VISIT www.XXXXXXXXXX.com.**

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by sending an email to [EMAIL], or writing to:

[ADDRESS]

None of the money in the \$2,665,264.00 Settlement Fund will be paid back to LUMC. Any money left in the Settlement Fund after 150 days after the distribution of payments to Settlement Class Members will be distributed *pro rata* among all Settlement Class Members with approved claims, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$5 or more. If there is not enough money to provide qualifying Settlement Class Members with an additional \$5 payment, the remaining funds will be distributed to a non-profit organization, or “Non-Profit Residual Recipient.” The Non-Profit Residual Recipient is, subject to final court approval, the American Red Cross .

9. When will I get my payment?

Cash payment for valid claims will be provided by the Settlement Administrator after the Settlement is approved and becomes final.

The approval process may take time. Please be patient and check www.XXXXXXXX.com for updates.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue Defendant over the legal issues in this case, you must take steps to get out of the Settlement. This is called asking to be excluded from—sometimes called “opting out” of—the Class. If you exclude yourself from the settlement, you will not be entitled to receive any money from this lawsuit.

10. If I opt-out, can I get anything from the Settlement?

If you opt-out of the Settlement, you will not get a cash payment under the Settlement, and you cannot object to the Settlement. But you may be part of a different lawsuit against Defendant in the future. You will not be bound by anything that happens in this lawsuit.

11. If I don't opt-out, can I sue later?

No. Unless you opt-out of the Settlement, you give up the right to sue Defendant for the claims that this Settlement resolves. You must exclude yourself from *this* Class to start or continue your own lawsuit.

12. How do I get out of the Settlement?

To opt-out from the Settlement, you must timely submit written notice of your intent to opt-out. The written notice must clearly state your intent to be excluded from the Settlement Class and include your full name, address, telephone number and email address, and be signed by you. Settlement Class Members may only opt-out on behalf of themselves; each and every Person desiring to opt-out of the Settlement must separately comply with these requirements.

The written request to opt-out must be postmarked or received by the Settlement Administrator at the address below no later than **XXXX XX, 202X:**

QUESTIONS? **CALL XXXXXXXX OR VISIT www.XXXXXXXXXX.com.**

[ADDRESS]

OBJECTING TO THE SETTLEMENT

13. How do I tell the Court I don't like the proposed Settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no Settlement Payments will be made and the lawsuit will continue. If that is what you want to happen, you must object. Any Settlement Class Member who wishes to object to the Settlement must file a written objection with the Court and send copies to Class Counsel and Defendant's Counsel, at the addresses below.

Your objection must include the following:

- (i) your full name, current mailing address, telephone number and email address;
- (ii) your original signature;
- (iii) proof that you are a member of the Settlement Class (e.g., copy of settlement notice);
- (iv) a statement that you object to the Settlement, in whole or in part;
- (v) a statement of the legal and factual basis for the Objection;
- (vi) copies of any documents that you wish to submit in support of his/her position;
- (vii) whether the objection applies only to the you as the objector, a subset of the Settlement Class, or the entire Settlement Class;
- (viii) identify all counsel representing you, if any;
- (ix) the signature of any duly authorized attorney or other duly representative, along with documentation indicating such representation; and
- (x) a list, including case name, court and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years.

Objections must be made in writing and filed with the Court as well as with Class Counsel and Defendant's Counsel by mail no later than sixty (60) Days after the Notice Date ("Objection Deadline") to the addresses set forth below:

Clerk of the Court:

Everett McKinley Dirksen United States Courthouse
c/o Clerk of the Court
219 South Dearborn Street
Chicago, IL 60604

Class Counsel:

David S. Almeida, Esq.
Almeida Law Group LLC
849 W. Webster Avenue
Chicago, Illinois 60614
david@almeidalawgroup.com

Christopher D. Jennings, Esq.
JENNINGS & EARLEY PLLC
500 President Clinton Ave., St. 110

QUESTIONS? CALL XXXXXXXX OR VISIT www.XXXXXXXXXX.com.

Little Rock, Arkansas 72201
chris@jefirm.com

Defendant's Counsel:

Justin M. Holmes, Esq.
Gordon Rees Scully Mansukhani, LLP
3 Logan Square, 1717 Arch Street
Philadelphia, PA 19103

All written objections must be postmarked no later than the Objection Deadline. If you fail to object as prescribed in this Notice and in the Settlement, you may be deemed to have waived your objections and you may forever be barred from making any such objections.

OBJECTION AND OPT-OUT DIFFERENCES

14. What is the difference between objecting and opting out?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you. If you do not request exclusion, you may, if you so desire, enter an appearance through counsel

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in the case?

The Court has designated David S. Almeida, Esq. of Almeida Law Group and Christopher D. Jennings, Esq. of Jennings & Earley PLLC to represent you as "Class Counsel." You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the costs of the lawsuit and Settlement be paid?

The Class Administrator's and Notice Provider's costs and fees associated with administering the Settlement, including all costs associated with the publication of the Notice of Settlement will be paid out of the Settlement Fund and shall not exceed \$150,000. Class Counsel's reasonable attorneys' fees and costs related to obtaining the Settlement consistent with applicable law will also be paid out of the Settlement Fund, subject to Court approval.

The two Class Representatives will also request that the Court approve a payment from the Settlement Fund for their participation as the Class Representatives, for taking on the risk of litigation, and for settlement of their individual claims as Settlement Class Members in the settled Action. The amounts are subject to Court approval and the Court may award less.

THE COURT'S FINAL APPROVAL HEARING

QUESTIONS? **CALL XXXXXXXX OR VISIT www.XXXXXXXXXX.com.**

The Court will hold a hearing to decide whether to approve the settlement. If you have filed an objection on time, you may attend and you may ask to speak, but you don't have to.

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at XXXXX a.m. on [TBD], 2025, before the Honorable Jeremy C. Daniel in 1419 of the Everett McKinley Dirksen United States Courthouse, located at 219 South Dearborn Street, Chicago, IL 60604. The hearing may be moved to a different date or time without additional notice, so please check for updates at www.XXXXXX.com. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. In order to speak at the Final Approval Hearing, you must file a notice of intention to appear with the Clerk. The Court will also decide how much to pay the Class Representatives and the lawyers representing Settlement Class Members. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. If you have sent an objection but do not come to the Court hearing, however, you will not have a right to appeal an approval of the Settlement. You may also pay another lawyer to attend on your behalf, but it's not required.

19. May I speak at the hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you should indicate this in your written objection (see Question 13 above). If you plan to have your attorney speak for you at the hearing, your objection should also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

If you are a Class Member and do nothing, you will not receive a payment from this Settlement. And, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant about the claims in this case, ever again.

GETTING MORE INFORMATION

21. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement, submit or download a Claim Form, and review additional case information at www.XXXXXXXXt.com. You may also call toll-free XXXXXXXX.

QUESTIONS? CALL XXXXXXXX OR VISIT www.XXXXXXXXXX.com.

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

QUESTIONS? CALL XXXXXXXX OR VISIT www.XXXXXXXXXX.com.

EXHIBIT C

CLAIM FOR LOYOLA UNIVERSITY MEDICAL CENTER PIXEL LITIGATION SETTLEMENT
BENEFITS

Smith, et al. v. Loyola University Medical Center, Case No. 1:23-cv-15828
(N.D. Ill.)

USE THIS FORM TO MAKE A CLAIM FOR A PRO RATA CASH PAYMENT

The DEADLINE to submit this Claim Form is: [XXXXXX XX, 202X]

I. WHAT YOU MAY GET - GENERAL INSTRUCTIONS

If you accessed Loyola University Medical Center's MyChart patient account portal between January 1, 2018 and December 31, 2022, you are a Settlement Class Member.

As a Settlement Class Member, you are eligible to make a claim for a Cash Payment. Cash Payment amounts may be reduced or increased pro rata (equal share) depending on how many Settlement Class Members submit valid claims. Complete information about the Settlement and its benefits are available at www.XXXXXXXXXX.com.

This Claim Form must be submitted online at www.XXXXXXXXXX.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

LUMC Pixel Litigation
c/o[SETTLEMENT ADMIN]
[ADDRESS]
[EMAIL]

Please note: the Settlement Administrator may contact you to request additional documents to process your claim. Your cash benefit may decrease depending on the number and amount of claims submitted.

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of Cash Payments you must notify the Settlement Administrator in writing at the address above.

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FIRST NAME

LAST NAME

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STREET ADDRESS

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STREET ADDRESS 2

Questions? Visit www.XXXXXXXXXX.com or call 1-[XXX-XXX-XXXX]

THIS CLAIM FORM MUST BE SUBMITTED OR POSTMARKED BY [XXXXXX XX, 202X] IN ORDER TO BE TIMELY AND VALID

CITY	STATE	ZIP CODE	

EMAIL ADDRESS																			

PHONE NUMBER																				

UNIQUE ID (Located on the notice mailed to you; if known)									

III. REQUEST FOR CASH PAYMENT

☐ **Cash Payment.** You do not need to submit any additional documents, so long as you provide your Unique ID Number that was provided on your mailed Notice. A check will be mailed to the address you provided in Section II, above.

If you would prefer to receive your Settlement Payment via **Amazon, Paypal, or Venmo**, please provide the email address associated with your Amazon, PayPal, or Venmo account **[OPTIONAL]**[online claim form only]:

[illegible]

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

KENSANDRA SMITH and MARY ELLEN
NILLES, *individually and on behalf of all
others similarly situated,*

Plaintiffs,

v.

LOYOLA UNIVERSITY MEDICAL
CENTER,

Defendant.

Case No. 1:23-cv-15828

[PROPOSED] PRELIMINARY APPROVAL ORDER

Before the court is Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and Memorandum in Support (ECF No. __) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Plaintiffs Kensandra Smith and Mary Ellen Nilles (collectively, “Plaintiffs” and proposed “Class Representatives”) and Defendant Loyola University Medical Center (“Defendant” or “LUMC”), with accompanying exhibits attached as **Exhibit A** to Plaintiffs’ Motion.¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.**

The Settlement Agreement provides for a Settlement Class defined as follows:

All persons who logged into the LUMC MyChart patient portal account at least once from January 1, 2018 through December 31, 2022.

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

Excluded from the Settlement Class are Defendant, its affiliates, parents, subsidiaries, offices, directors, and the judges presiding over this matter and their clerks.

Pursuant to Federal Rule of Civil Procedure 23(e)(1), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the Proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 23(a) and the requirements of Rule 23(b)(3).

Specifically, the Court finds for settlement purposes that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and the Class Representatives seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives will fairly and adequately protect the interests of the Settlement Class as the Class Representatives have no interests antagonistic or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this Litigation on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. Settlement Class Representatives and Settlement Class Counsel.

The Court finds that Plaintiffs will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as the Class Representatives. Additionally, the Court finds that the law firms of Almeida Law Group LLC and Jennings & Earley PLLC will likely satisfy the requirements of Rule 23(e)(2)(A) and should be appointed as Class Counsel pursuant to Rule 23(g)(1).

3. **Preliminary Settlement Approval.**

Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement class, the proposed manner of allocating benefits to Settlement Class Members, that the Settlement treats the Settlement Class Members equitably, and all of the other factors required by Rule 23 and relevant case law.

4. **Jurisdiction.**

The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d)(2) and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to 28 U.S.C. § 1391 (a) through (d).

5. **Final Approval Hearing.**

A Final Approval Hearing shall be held on _____, 2025, at 219 South Dearborn Street, Chicago, IL 60604, Courtroom 1419, where the Court will determine, among other things, whether: (a) this Litigation should be finally certified as a class action for settlement purposes pursuant to Fed. R. Civ. P. 23(a) and (b)(3); (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved pursuant to Fed. R. Civ. P. 23(e); (c) this Litigation should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in this Settlement Agreement; (e) the

application of Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved pursuant to Fed. R. Civ. P. 23(h); and (f) the application of the Class Representatives for a Service Award Should be Approved.

6. Claims Administrator.

The Court appoints Verita Global, LLC as the Claims Administrator, with responsibility for class notice and settlement administration. The Claims Administrator is directed to perform all tasks the Settlement Agreement requires. The Claims Administrator's fees will be paid to the terms of the Settlement Agreement.

7. Notice.

The proposed notice program set forth in the Settlement Agreement and Claim Form and the Notices attached to the Settlement Agreement are hereby approved. Non-material modifications to the Notices may be made by the Claims Administrator in consultation and agreement with the Parties without further order of the Court.

8. Findings Concerning Notice.

The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Notice program and the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Federal Rule of

Civil Procedure 23(c); and (e) and meet the requirements of the Due Process Clause(s) of the United States and Illinois Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Claims Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

9. Exclusions from Class.

Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit written notice of such intent to the designated postal address established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's intent to be excluded from the Settlement Class, which intent shall be determined by the Settlement Administrator. Settlement class members may only opt-out on behalf of themselves; each and every Settlement Class Member desiring to opt-out of the Settlement must separately comply with these requirements. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Date, which is no later than sixty (60) days from the date on which the notice program commences, and as stated in the Notice. The Claims Administrator shall promptly furnish to Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

If a Final Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Order and Judgment. All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. Objections and Appearances.

A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written notice of his or her objection by the Objection Date and as stated in the Notice. The Long Form Notice and the Settlement Website shall instruct Settlement Class Members who wish to object to the Settlement Agreement to send their written objections to the Claims Administrator at the address indicated in the Long Notice. The Notice shall advise Settlement Class Members of the deadline for submission of any objections—the “Objection Date”—which shall be no later than sixty (60) days after the Notice Date.

Any such notices of an intent to object to the Settlement Agreement must be written and must include all of the following: (i) set forth the Settlement Class Member’s full name, current address, telephone number and email address; (ii) contain the Settlement Class Member’s original signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member’s duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case name, court and docket number, of all other cases in which the objector and/or the objector’s counsel has filed an objection to any proposed class action settlement in the past three (3) years.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The provisions stated in Section VI of the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

11. Claims Process.

Settlement Class Counsel and Defendant have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Claims Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Claims Administrator will be responsible for effectuating the claims process. Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. Termination of Settlement.

Pursuant to Section XI of the Settlement Agreement, this Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if one of the Parties elects to terminate the Settlement Agreement because: (a) the Court denies preliminary approval of the Settlement Agreement; (b) the Court denies final approval of the Settlement Agreement; (c) the Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the settlement of the terms set forth in the Settlement Agreement; or (d) the effective date cannot occur. Defendant may also exclusively terminate the Settlement Agreement pursuant to the terms of the Settlement Agreement's Blow-Up Provision. If a Party elects to terminate this Settlement Agreement under Section XI of the Settlement Agreement, that Party must provide written notice to the other Party's counsel, by hand delivery, mail or e-mail within ten (10) days of the occurrence of the condition permitting termination.

If this Settlement Agreement is terminated or disapproved or if the Effective Date should not occur for any reason, then: (i) the Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties'

settlement discussions, negotiations or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

13. Use of Order.

This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Class Representatives or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Litigation or in any other lawsuit.

14. Continuance of Hearing.

The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. Stay of Litigation.

All proceedings in the Litigation, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members

concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.**

The Court orders the following schedule of dates:

SETTLEMENT TIMELINE

<u>Action</u>	<u>Timing</u>
Defendant will provide Class List to Settlement Administrator	+ 21 days from Order Granting Preliminary approval
Defendant will make initial payment to the Settlement Administrator	+ 21 days from Order Granting Preliminary Approval
Notice Date	+ 30 days from Order Granting Preliminary Approval
Objection Deadline	+ 60 days after Notice Date
Opt-Out Date	+ 60 days after Notice Date
Settlement Administrator provides a Final Report of Objections/Exclusions to the Parties' Counsel	+ 10 days after Opt-Out and Objection Deadline
Claim Deadline	+ 60 days after Notice Date
Defendant will complete deposit into Settlement Fund	- 7 days before Final Approval Hearing
<u>Final Approval Hearing</u>	_____, 2025 No earlier than 120 days after the entry of the Preliminary Approval Order
Effective Date	+ 30 days after Final Approval
<u>From Effective Date</u>	
Payment of Claims	+ 30 days
Payment of Attorneys' Fees, Expenses, and Service Awards	+ 30 days
Settlement Website Deactivation	+ 90 days

SO ORDERED THIS _____ DAY OF _____, 2025.

Hon. Jeremy C. Daniel
United States District Court Judge

EXHIBIT 2



The Almeida Law Group LLC is a class action litigation boutique committed to advocating for individuals, families and small businesses who have suffered because of corporate malfeasance. We are accomplished, experienced and credentialed class action practitioners, and we represent our clients in consumer protection, false labeling, unfair and deceptive practices cases as well as data privacy, technology and security matters including, but not limited to, data breaches, pixel tracking and claims under various consumer protection and privacy-related statutes such as the Electronic Communications Privacy Act (“ECPA”), the California Medical Information Act (“CMIA”), the Illinois Biometric Information and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”) and the Telephone Consumer Protection Act (“TCPA”).

Our attorneys began their training at some of the most esteemed law schools in the country including Columbia, Cornell, Georgetown, Harvard and the University of Chicago. Excelling at each of these rigorous schools, our attorneys received top honors, contributed to prestigious law journals and completed numerous externships. Our attorneys have also completed highly selective public interest fellowships, federal clerkships in the Northern District of Illinois, Eastern District of Pennsylvania and the District of South Carolina as well as internships at the United States Attorney’s Offices in Atlanta and Baltimore.

With those foundations in place, our attorneys gained invaluable experience and honed their litigation skills by working at some of the very best law firms in the world including:

- Benesch, Friedlander, Coplan & Aronoff LLP
- Covington & Burling LLP
- Faegre Drinker Biddle & Reath LLP
- K&L Gates LLP
- Kilpatrick Townsend & Stockton LLP
- Kirkland and Ellis LLP
- Milbank Tweed Hadley & McCloy LLP

- Quinn Emanuel Urquhart & Sullivan LLP
- Sheppard Mullin Richter & Hampton LLP
- Steptoe & Johnson LLP

These decades of experience set us apart from many plaintiffs' firms; we are acutely aware of how companies will respond in our cases because we represented the exact same types of companies for years. Coupled with our educations and training, this insider knowledge equips us to strategically utilize our experience for our clients' benefit.

Our practice is truly national as we represent clients in class action litigation in federal and state courts throughout the country. Our attorneys are licensed to practice in Alabama, Arizona, California, Florida, Georgia, Illinois, New York, South Carolina and Wisconsin. In short, our Firm is composed of a dedicated team of legal professionals with the knowledge, experience and unwavering commitment to obtain the best possible legal results for our clients.

PIXEL TRACKING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *John v. Froedtert Health, Inc.*, 23-CV-1935 (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *In re Advocate Aurora Health Pixel Litigation*, 2:22-cv-01253 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action, settled on a class-wide basis)
- *Guenther v. Rogers Behavioral Health System, Inc.* (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *Doe v. ProHealth Care*, 2:23-cv-00296 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action)
- *Vriezen v. Group Health Plan, Inc.*, 23-cv-00267 (D. Minn.) (counsel in consolidated pixel tracking class action, final approval hearing set for June 26, 2025)
- *Randy Mrozinski, et al. vs. Aspirus, Inc.*, 2023CV000170 (Wisc. Cir. Ct., Marathon County) (co-lead counsel in pixel tracking class action)
- *McCulley v. Banner Health*, 2:23-cv-00985 (D. Ariz.) (co-lead counsel in consolidated pixel tracking class action)
- *Heard v. Torrance Memorial Medical Center*, 22-cv-36178 (9th Cir.) (co-lead counsel in consolidated pixel tracking class action)
- *Doe v. Adventist Health Care Network, Inc.*, 22ST-cv-36304 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Isaac v. Northbay Healthcare Corp.*, FCS059353 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)

- *Mayer v. Midwest Physicians Administrative Services LLC*, 1:23-cv-03132 (N.D. Ill.) (co-lead counsel in pixel tracking class action)
- *Smith v. Loyola University Medical Center*, 2023-CH-8410 (Cook County Cir. Ct.) (co-lead counsel in pixel tracking class action)
- *Kaplan v. Northwell Health*, 2:23-cv-07205 (E.D. N.Y.) (counsel in pixel tracking class action)
- *Cooper v. Mount Sinai Health System Inc.*, 1:23-cv-09485 (S.D.N.Y.) (counsel in pixel tracking class action)
- *Kane v. University of Rochester Medical Center*, 6:23-cv-06027 (W.D.N.Y.) (counsel in pixel tracking class action, pending preliminary approval)
- *Doe v. Workit Health Inc.*, 2:23-cv-11691 (E.D. Mich.) (counsel in telehealth pixel tracking class action, settled on a class-wide basis, final approval hearing held February 6, 2025, pending final approval order)
- *Strong v. LifeStance Health Group Inc.*, 2:23-cv-00682 (D. Ariz.) (counsel in telehealth pixel tracking class action)
- *Federman v. Cerebral Inc.*, 2:23-cv-01803 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Marden v. LifeMD Inc.*, A-24-906800-C (Nev. Dist. Ct., Clark Cnty.) (counsel in telehealth pixel tracking class action)
- *R.C. & T.S. v. Walgreens Co.*, 5:23-cv-01933 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Doe v. Wellstar Health System, Inc.*, 1:24-cv-01748 (N.D. Ga.) (co-lead counsel in telehealth pixel tracking class action)
- *Reedy v. Everylywell, Inc.*, 1:24-cv-02713 (N.D. Ill.) (co-lead counsel in telehealth pixel tracking class action, settled on a class-wide basis, final approval hearing set for April 29, 2025)
- *Pattison, et al. v. Teladoc Health, Inc.*, 7:23-cv-11305-NSR (S.D.N.Y.) (co-lead counsel in consolidated pixel tracking class action)
- *Macalpine, et al. v. Onnit, Inc.*, 1:24-cv-00933 (W.D. Tex.) (counsel in pixel class action)
- *Nguyen, et al. v. Abbott Laboratories, Inc.*, 1:24-cv-08289 (N.D. Ill.) (counsel in telehealth pixel tracking class action)
- *R. C., et al. v. Walmart Inc.*, 5:24-cv-02003 (C.D. Ca.) (counsel in telehealth pixel tracking class action)

- *Vriezen v. Infinite Health Collaborative*, 0:24-cv-03743 (D. Minn.) (counsel in telehealth pixel tracking class action)
- *Fateen v. Corewell Health*, 1:24-cv-01216 (W.D. Mi.) (counsel in telehealth pixel tracking class action)
- *J. R. et al v. Atrium Health, Inc.*, 3:24-cv-00382 (W.D.N.C.) (counsel in telehealth pixel tracking class action)
- *In re CityMD Data Privacy Litigation*, 2:24-cv-06972 (D.N.J.) (interim Co-Lead Class Counsel in urgent care pixel tracking class action)
- *Blue v. Cumberland County Hospital System Inc., d/b/a Cape Fear*, 5:24-cv-00706 (E.D.N.C.) (counsel in telehealth pixel tracking class action)
- *Singh v. The Moses H. Cone Memorial Hospital Operating Corporation et al.*, 1:24-cv-00558 (M.D.N.C.) (co-counsel in pixel class action; settled on a class-wide basis, preliminary approval hearing pending)
- *B.W. and Jane Doe, et al. v. San Diego Fertility Center Medical Group, Inc.*, 37-2024-00006118-CU-BC-CTL (Super. Ct., Solano County, Cal.) (co-counsel in pixel class action; settled on a class-wide basis, final approval hearing set for July 18, 2025)
- *Odea v. Gene By Gene Ltd.*, 1:25-cv-00572 (N.D. Ill.) (counsel in pixel class action)

DATA BREACH CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *In re Practice Resources, LLC Data Security Breach Litigation*, 6:22-cv-00890 (N.D.N.Y.) (co-lead counsel in consolidated data privacy class action, settled on a class-wide basis, final approval hearing set for June 11, 2025)
- *In re City of Hope Data Security Breach Litigation*, 24STCV09935 (L.A. Sup. Ct.) (counsel in consolidated data breach class action)
- *Marie Catanach v. Bold Quail Holdings, LLC et al.*, 24STCV32029 (Los Angeles Superior Court) (counsel in data breach class action)
- *Tambroni et al v. WellNow Urgent Care, P.C. et al.*, 2025LA000013 (Cir. Ct., Sangamon County, Ill.) (co-lead counsel in data breach class action)
- *Spann v. Superior Air-Ground Ambulance Service, Inc.*, 1:24-cv-04704 (N.D. Ill.) (co-lead counsel in operative data breach class action, final approval hearing set for March 25, 2025)
- *Hulse v. Acadian Ambulance Services, Inc.*, 6:24-cv-01011 (W.D. La.) (executive Committee in consolidated data breach class action)
- *Gorder v. FCDG Management LLC d/b/a First Choice Dental*, 2024-CV-002164 (Dane County Circuit Court) (co-lead counsel in data breach class action)

- *In re Rockford Gastroenterology Associates, Ltd Data Breach Litigation*, 2024-CH-0000120 (Winnebago Cir. Ct.) (interim Co-Lead Class Counsel in data breach class action)
- *Fitzsimons v. Long Island Plastic Surgical Group, PC*, 2:25-cv-00309 (E.D.N.Y.) (counsel in data breach class action)

OTHER DATA BREACH CASES IN WHICH OUR FIRM IS INVOLVED

- *Montenegro v. American Neighborhood Mortgage Acceptance Company d/b/a AnnieMac Home Mortgage*, 1:24-cv-10679 (D.N.J.)
- *McHugh v. Enzo Biochem, Inc.*, 2:23-cv-04326 (E.D. N.Y.)
- *Meyers v. Onix Groups LLC*, 2:23-cv-0228 (E.D. Penn.)
- *Kolstedt v. TMX Finance Corporate Services, Inc.*, 4:23-cv-00076 (S.D. Ga.)
- *Rasmussen v. Uintah Basin Healthcare*, 2:23-cv-00322 (C.D. Utah)
- *Douglas v. Purfoods LLC*, 4:23-cv-00332 (S.D. Iowa)
- *Williams v. Southwell Inc. & Tift Regional Health Systems Inc.*, 2023CV0328 (Tift County Superior Court)

VIDEO PRIVACY PROTECTION ACT CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Edwards v. Mubi Inc.*, 5:24-cv-00638 (N.D. Cal.) (co-counsel in VPPA class action)
- *John v. Delta Defense LLC & U.S. Concealed Carry Association Inc.*, 2:23-cv-01253 (E.D. Wisc.) (lead counsel in VPPA class action)
- *Jolly v. FurtherEd, Inc.*, 1:24-cv06401-LJL (S.D.N.Y.) (co-lead counsel in consolidated VPPA class action)
- *Marteney v. ANM Media, LLP, Inc. d/b/a MY-CPE*, 4:24-cv-04511 (S.D. Tex.) (counsel in VPPA class action)
- *Jones v. Becker Professional Development Corporation*, 6:24-cv-06643 (W.D.N.Y.)

FALSE LABELING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Levy v. Hu Products LLC*, 23-cv-01381 (S.D.N.Y.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *In re Trader Joe's Company*, 3:23-cv-00061 (S.D. Cal.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *Haymount Urgent Care PC v. Gofund Advance LLC*, 1:22-cv-01245 (S.D.N.Y.) (co-counsel in lawsuit alleging merchant cash advances were usurious loans)

- *Mandy Cliburn v. One Source Market, LLC, d/b/a HexClad Cookware*, 23-ST-cv-28930 (Cal. Sup. Ct.) (counsel in false labeling class action, settled on a class-wide basis, preliminary approval pending)
- *Fleetwood Services LLC v. Complete Business Solutions Group Inc.*, 2:18-cv-00268, (E.D. Penn.) (co-counsel in class action alleging merchant cash advances were usurious loans)
- *Kyungo et al v. Saks & Company, LLC et al*, 3:24-cv-06934 (N.D. Ca.) (counsel in false advertising class action)

BIOMETRIC CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Aragon v. Weil Foot & Ankle Institute LLC*, 2021-CH-01437 (Cook County Cir. Ct.) (co-lead counsel in BIPA class action, settled on a class-wide basis)
- *Bore v. Ohare Towing Systems Inc.*, 2020-CH-02865 (Cook County Cir.) (co-lead counsel in BIPA class action, final approval granted)
- *Daichendt v. CVS Pharmacy Inc.*, 1:22-cv-03318 (N.D. Ill.) (co-counsel in BIPA class action)
- *Vargas v. Cermak Fresh Market Inc.*, 2020-CH-06763 (Cook County Cir. Ct.) (co-counsel in BIPA class action)
- *Karling v. Samsara Inc.*, 1:22-cv-00295 (N.D. Ill.) (co-counsel in BIPA class action)
- *Stegmeyer v. ABM Industries Incorporated, et al.*, 1:24-cv-00394 (N.D. Ill.) (co-lead counsel in biometric class action)

GENETIC CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Podroykin v. MyHeritage (USA), Inc*, 1:25-cv-00402 (N.D. Ill.) (counsel in GIPA class action)

OUR TEAM

David S. Almeida is the Founder and Managing Partner of the Almeida Law Group LLC, headquartered in Chicago, Illinois.

Bringing a distinctive and highly seasoned perspective, he specializes in representing consumers in class action lawsuits. Notably, a significant portion of his career has been devoted to serving as a class action defense lawyer, representing hospital systems, medical providers, retail and hospitality companies, and various consumer-facing entities in class action lawsuits related to privacy. Before establishing ALG, David was a Partner at Benesch, Friedlander, Coplan and Aronoff LLP; while there, David founded and chaired the Class Action Practice Group and lead the Firm's Telephone Consumer Protection Act Team and its Retail, Hospitality and Consumer Products Practice Group.

A 1999 graduate of Cornell Law School, David has practiced law at prestigious firms in New York City and Chicago. David is admitted to the bars of New York, Illinois, Arizona and Wisconsin, as well as several federal courts, including the United States District for the Northern District of Illinois.

David's extensive experience spans over 350 class action lawsuits across the country. These cases encompass issues such as data breaches and privacy violations, state consumer fraud and deceptive business practices, false advertising and false labeling, as well as numerous statutory violations including the Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Illinois Biometric Information and Privacy Act ("BIPA"), the Video Privacy Protection Act ("VPPA"), the Electronics Communication Privacy Act, 18 U.S.C. § 2511(1) ("ECPA"), the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* ("CMIA"), the California Invasion of Privacy Act, Cal. Penal Code § 630, *et. seq.* ("CIPA"), the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* ("CLRA"), the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* ("UCL").

As a recognized authority in the field, David is well-versed in data privacy and security issues, direct and mobile marketing, emerging payment systems, as well as social and digital media matters. He is an author and speaker on these topics and is sought after by local and national publications for his insights. David has received multiple listings as an Illinois Super Lawyers and has been acknowledged as a "Rising Star" by the National Law Journal. He earned his Bachelor of Arts from Salisbury University, graduating *summa cum*

laude, and obtained his Juris Doctor from Cornell Law School, where he served as an Editor of the Cornell Law Review.

Matthew J. Langley is a Partner at Almeida Law Group. Matthew leverages his extensive skills and experience cultivated as a federal prosecutor and defense attorney to champion the rights of individuals affected by unjust or deceptive practices. Prior to joining the Almeida Law Group, Matthew was as a partner at Benesch, Friedlander, Coplan and Aronoff LLP, collaborating with David in the firm's Class Action practice group and, among other matters, representing plaintiffs in a two-billion-dollar defamation suit involving election fraud claims.

Matthew began his legal career at Kirkland and Ellis where, as an associate, he defended corporate clients in high-stakes litigation, including representing AOL in a class action data breach involving the personal data of over 680,000 customers. He continued to represent corporate clients, as both plaintiffs and defendants, at K&L Gates in Miami, Florida before joining the United States Attorney's Office for the Southern District of Florida.

As an Assistant United States Attorney, Matthew worked in both the Major Crimes and the Economic Crimes Divisions, prosecuting crimes involving health care fraud, tax fraud, money laundering, identity theft, bank fraud, child pornography, and drug trafficking. He first-chaired ten jury trials, securing guilty verdicts in all ten cases and successfully argued appeals in front of the Eleventh Circuit Court of Appeals.

After leaving government service, Matthew worked as a securities class action attorney at Robbins Geller, where he played a crucial role in bringing securities fraud cases, helping to secure the recovery of millions of dollars for shareholders.

Matt has actively participated in numerous class action lawsuits, addressing issues such as data breach and privacy violations, state consumer fraud, deceptive business practices, false advertising and labeling, the Telephone Consumer Protection Act (TCPA), the Fair Credit Reporting Act (FCRA), Illinois' Biometric Information Privacy Act (BIPA), and the California Invasion of Privacy Act (CIPA).

Matt is admitted to the bar in New York, Florida, California and Illinois. He earned his Bachelor of Arts in English and Sociology from the University of Connecticut and his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Scholar.

John R. Parker Jr., known as “J.R.,” is a Partner with the Almeida Law Group. J.R. is a tenacious and successful litigator, handling intricate civil litigation from the investigative phase through settlement or trial in both state and federal courts, including appellate proceedings.

J.R.'s practice encompasses class action lawsuits, False Claims Act cases, Medi-Cal and Medicare fraud, consumer fraud, defective products and drugs, insurance bad faith, personal injury, medical malpractice, employment claims, civil rights, toxic tort, and environmental cases. He has taken on consumer class actions against prominent tech industry entities such as Facebook, Apple, and Zynga. J.R. has been appointed lead counsel in numerous class action cases by state and federal courts in California and nationwide.

Recognizing the human impact of personal or economic injuries resulting from the carelessness, negligence, or intentional acts of others, J.R. is deeply committed to representing ordinary individuals who lack the resources of the multinational corporations and insurance companies he holds accountable in his cases.

In addition to his legal ventures, J.R. has volunteered for the Eastern District of California Dispute Resolution Program and served as appointed counsel for the Eastern District of California's pro bono program. He earned his A.B. in Greek and Latin from the University of Georgia, graduating *summa cum laude*, and obtained his J.D. from Harvard Law School, where he served as Deputy Editor-in-Chief of the Harvard Journal of Law and Public Policy.

After law school, J.R. clerked for Judge Joseph A. Anderson, at the time Chief Judge for the United States District Court for the District of South Carolina. He then worked at a plaintiff's firm in Atlanta Georgia, and then a litigation boutique in Birmingham, Alabama, Spotswood, Sansom, and Sansbury LLC, where he defendant the FedEx Corporation in class action suits around the country. After the birth of his first child, he and his wife moved to Sacramento, California, where he worked for Kershaw, Cutter & Ratnoff LLP and then Cutter Law LLC, where he litigated and tried complex cases on behalf of ordinary people against large corporations and insurance companies. Some of his work before joining the Almeida Law Group LLC includes the following matters:

- *Doan v. State Farm*, Santa Clara Superior Court, 1-08-cv-129264 (co-lead counsel in certified class action against State Farm successfully tried and resulting in a global settlement of all State Farm fire policyholders in California)

- *U.S. ex rel. Bell v. Biotronik, Inc. et al.*, 18-cv-01391 (C.D. Cal.) (Lead Relator's counsel in a False Claims Act case against medical device company resulting in \$12.95 million recovery by the United States)
- *Bohannon v. Facebook, Inc.*, 4:12-cv-01894-BLF (N.D. Cal.). (Appointed Class Counsel representing a certified nationwide class of minor Facebook users and their parents)
- *Phillips v. County of Riverside*, 5:19-cv-01231-JGB-SHK (C.D. Cal.) (Co-lead Class Counsel in a collective action and then 86 individual actions brought under FLSA on behalf of social workers employed by Riverside County, resulting in \$4.55 million global settlement after decertification)
- *Pike v. County of San Bernardino*, 5:17-cv-01680 (C.D. Cal.) (Co-lead Class Counsel in certified collective action brought under FLSA on behalf of social workers employed by San Bernardino County)
- *Johnson v. CSAA*, 07AS03197 (Sacramento Superior Court) (Co-Lead Counsel in class action against CSAA relating to failure to waive deductible. Resolved by settlement providing complete cash reimbursement, plus interest. Settlement valued at over \$80 million)
- *Shurtleff v. Health Net*, (Eastern District of California and Sacramento County Superior Court) (Co-Lead and Plaintiffs' Liaison counsel in class actions against Health Net for a breach of confidential information, resulting in a nationwide class settlement)
- *Parry v. National Seating & Mobility Inc.*, 3:10-cv-02782-JSW (N.D. Cal.) (Appointed Class Counsel on behalf of representing nationwide class of sales representatives for medical equipment company in breach of contract case that settled on a class-wide basis after certification in the Northern District of California)
- *Zmucki v. Extreme Learning*, 111-cv-197630. (Santa Clara County Superior Court), (Appointed settlement class counsel on behalf of class of educators for wage and hour violations in the Northern District of California)

Karen Dahlberg O'Connell is a Partner with the Almeida Law Group. Karen is an experienced litigator who is skilled at investigating and prosecuting consumer fraud actions. Prior to joining Almeida Law Group, Karen participated in a wide range of cases on behalf of the Federal Trade Commission for more than 15 years. Representative matters include undisclosed recurring subscription fees, alternative education scams, unlawful debt collection, unauthorized billing, business coaching and job scams, deceptive marketing of a medical discount plan, and false advertising via affiliate marketers. Before working at the Federal Trade Commission, Karen served as an Assistant Attorney General in the Litigation Bureau of the New York State Office of the Attorney General, where she defended New York State, state agencies, and state officers in all stages of litigation, including trial. Her cases as an Assistant Attorney General ranged from employment actions to alleged constitutional violations, including First Amendment claims. Before entering public service, Karen was a litigation associate at Robins, Kaplan, Miller & Ciresi LLP in Boston. She started her legal career at Milbank LLP in New York.

Karen is admitted to the state bars of New York and Massachusetts, the Southern District of New York, the Eastern District of New York, and the District of Massachusetts.

Elena A. Belov serves as Of Counsel at the Almeida Law Group.

An adept litigator, Elena began her legal career at Milbank LLP, a renowned international law firm. While there, she developed her skills in navigating complex commercial litigations and actively engaged in *pro bono* work focused on civil rights.

Motivated by a belief in justice for all, Elena devoted more than a decade of her practice to environmental work and public service before redirecting her passion toward advocating for wronged plaintiffs. She had the privilege of clerking for Judge Cynthia M. Rufe in the U.S. District Court for the Eastern District of Pennsylvania, gaining firsthand insights into the intricacies of the federal judicial system. Elena also contributed to the field by teaching and practicing environmental law on behalf of pro bono clients at the University of Washington School of Law. And while working for the World Wildlife Fund, she supported Native Alaskan Tribes as well as State and Federal officials, including the U.S. Coast Guard, in their endeavors to safeguard Arctic ecosystems. Elena has collaborated with a diverse clientele, ranging from major banks and insurance companies to non-governmental organizations and individuals from various walks of life.

Elena investigates consumer rights violations and takes pride in combating companies that exploit individuals, whether through deceptive advertising, selling defective products, or

neglecting user privacy. Elena graduated with honors from Barnard College in New York, earning a B.A. in Political Science, and received her Juris Doctor from the Georgetown University Law Center. During law school, she served as a member of the American Criminal Law Review, authoring several published articles, and worked in the Environmental Law Clinic, successfully representing the Mattaponi Tribe of Virginia in their fight to protect their water rights.

Elena is admitted to the New York State Bar, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Britany A. Kabakov is an Associate Attorney at the Almeida Law Group.

A skilled trial lawyer and litigator, Britany began her career as a litigation associate at Kirkland & Ellis LLP in its Chicago office, where she gained experience as a defense attorney. While at Kirkland, Britany actively participated in two federal bellwether jury trials, contributing to the largest multidistrict litigation in U.S. history.

Britany had the privilege of clerking for Judge Sunil R. Harjani in the U.S. District Court for the Northern District of Illinois and externing for Judge Andrew G. Schopler in the U.S. District Court for the Southern District of California. Through these roles, Britany acquired comprehensive insights into the intricacies of federal litigation, spanning from the filing of a complaint through trial and post-trial motions.

Specializing in consumer class action lawsuits, Britany's practice focuses on privacy and false labeling cases, along with complex commercial disputes. She has represented clients in federal court, multidistrict litigation, and class action lawsuits involving defective products, consumer fraud, toxic tort, environmental cases, information privacy, insurance, and contract disputes.

Committed to public service and advocating for all individuals, Britany has maintained an active pro bono practice focusing on civil rights, supporting civil liberty organizations in research and litigation efforts. During law school, she volunteered at the Legal Aid Society of San Diego's Domestic Violence Clinic, and prior to entering law school, Britany taught middle school social studies in Phoenix, Arizona.

Britany is admitted to the Illinois State Bar, as well as the U.S. District Court for the Northern District of Illinois. She graduated *magna cum laude* from Loyola University Chicago with a Bachelor of Arts in History and Secondary Education. Britany earned her

Juris Doctor from the University of Chicago Law School, where she worked in the Environmental Law Clinic, representing conservation groups in Clean Water Act litigation.

Luke Coughlin is an Associate Attorney at the Almeida Law Group.

Luke is an accomplished litigator. Before joining the Firm, Luke was a litigation associate at Edelman, Combs, Lattuner & Goodwin, LLC, where he worked on a wide range of consumer cases with focus on usury claims. His passion for protecting consumer rights is driven by his interest in using technical investigations to support and advocate for his clients. He is committed to advancing consumer protection through innovative, cross-disciplinary legal strategies.

While attending law school, Luke worked as a claims investigator at Rain Intelligence, combining technical investigation with comprehensive legal analysis across a broad spectrum of case types. His work emphasized a meticulous approach to fact-finding, leveraging technology to investigate illicit collection and use of sensitive personal data and other incursions against consumer rights.

Prior to law school, Luke gained extensive experience in the tech sector, including work at Wayfair, where his focus on technical processes and analysis laid the foundation for his legal career. He brings a unique blend of technical expertise and legal acumen to the Firm.

Luke is admitted to the Illinois State Bar as well as the Federal District Courts of the Northern District of Illinois, Southern District of Illinois, Northern District of Indiana and Southern District of Indiana.

EXHIBIT 3



Jennings & Earley PLLC is a nationally focused class action, mass tort, and personal injury law firm. The firm's mission centers on providing high-value legal services and access to justice to those injured or otherwise harmed. Founded with the express intention of improving on the traditional law firm model, Jennings & Earley PLLC prides itself on being on the cutting edge of the legal profession and working tirelessly to obtain justice for its clients in federal and state courts throughout the country. The firm's attorneys have been locally and nationally recognized for their abilities by their peers and enjoy membership in such prestigious organizations as the American Board of Trial Advocates and the National Trial Lawyers.

Jennings & Earley PLLC Class Action Attorneys

Christopher D. Jennings



Christopher D. Jennings is a co-founder of Jennings & Earley PLLC and serves as the managing partner for the firm. His practice concentrates on complex litigation and representing consumers and businesses in individual and class action antitrust, consumer protection, derivative, products liability, and state and federal securities cases. Mr. Jennings has prosecuted numerous individual, mass tort, and class cases in state and federal courts throughout the nation.

In the Antitrust arena, Mr. Jennings has assisted in the prosecution of several cases: *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL 1827 (N.D. Cal.) (indirect purchaser settlements totaling \$1.1 billion); *In re SRAM (Static Random Access Memory) Antitrust Litigation*, MDL 1819 (N.D. Cal.) (indirect purchaser settlements totaling \$41.3 million); *In re Transpacific Passenger Air Transportation Antitrust Litigation*, MDL 1913 (N.D. Cal.) (indirect purchaser settlements totaling \$147 million to date); *In re Flat Glass Antitrust Litigation (II)*, MDL 1942 (W.D. Pa.) (direct purchaser settlements totaling \$22 million); *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, Case No. 3:18-cv-00850 (E.D. Va.) (indirect purchaser settlement of \$19 million); *In re Packaged Ice Antitrust Litigation*, MDL 1952 (E.D. Mich.) (direct purchaser settlements totaling \$26.5 million); and *Rigo v. Kason Industries, et al.*, Case No. 3:11-CV-00064-MMA (S.D. Ca.) (co-lead counsel in indirect purchaser settlement of \$720,000). Mr. Jennings and the firm are currently assisting in the prosecution of *In re CRT (Cathode Ray Tube) Antitrust Litigation*, MDL 1917 (N.D. Cal.) (indirect purchaser



settlements totaling over \$576 million to date) and *In re: Hard Disk Drive Suspension Assemblies Antitrust Litigation*, Case No. 3:19-md-2918-MMC (N.D. Cal.).

In the Consumer arena, Mr. Jennings has taken an active role in leading and assisting the prosecution of several class action cases involving the telecommunications, agricultural, banking, and healthcare industries. These cases have primarily focused on general consumer protection, data breach, and products liability causes of action.

For example, two telecommunications class cases Mr. Jennings has litigated resulted in settlements where approximately \$61 million in total relief was made available to class members. Of these, Mr. Jennings served as lead counsel in a case involving wireless cramming charges resulting in settlement of approximately \$17.1 million in available relief. *Tyler v. Alltel Corp., et al.*, Case No. 4:07-CV-00019-JLH (E.D. Ark.). Mr. Jennings has also successfully litigated class issues on appeal having obtained favorable decisions affirming orders granting class certification and reversing orders denying class certification involving telecommunications carriers. *See, e.g., Rosenow v. Alltel Corp.*, 358 S.W.3d 879, 2010 Ark. 26 (2010); *DIRECTV, Inc. v. Murray*, 423 S.W.3d 555, 2012 Ark. 366 (2012).

Mr. Jennings has also assisted the prosecution of agricultural products cases including *In re Tyson Foods Consumer Litigation*, MDL 1982 (D. Md.) (settlement totaling \$5 million); *In re Genetically Modified Rice Litigation*, MDL 1811 (E.D. Mo.) (\$750 million global settlement); and *In re Syngenta AG MIR 162 Corn Litigation*, MDL 2591 (D. Kan.) (\$1.5 billion global settlement). In the *Genetically Modified Rice litigation* his team successfully opposed German holding company Bayer AG's jurisdictional challenges. *In re Genetically Modified Rice Litigation*, 576 F.Supp.2d 1063 (E.D. Mo. 2008).

Mr. Jennings currently serves as co-lead or class counsel in a number of bank cases involving improper overdraft and NSF fees pending in state and federal courts throughout the nation. Representative matters include: *Armstrong v. Fidelity Bank*, Case No. 18CV-21-643 (Crittenden County Circuit Court, Arkansas); *Hembree v. The National Bank of Malvern*, Case No. 30CV-22-15 (Hot Spring County Circuit Court, Arkansas); *Rochelle v. Relyance Bank*, Case No. 35CV-22-217 (Jefferson County Circuit Court, Arkansas); *Chambers v. Anheuser-Busch Employee d/b/a American Eagle Credit Union*, Case No. 3:19-cv-00842-SMY-RJD (S.D. Ill.) (\$525,000 settlement); *Louden, et al. v. Arvest Bank*, Case No. 60CV-19-5520 (Pulaski County Circuit Court, Arkansas) (\$4.73 million settlement); *Hinton v. Atlantic Union Bank*, Case No. 3:20-cv-651-JAG (E.D. Va.) (\$1.6 million settlement); *Cauley v. Citizens National Bank*, Case No. 20-cv-112 (Sevier County Circuit Court, Tennessee) (\$500,000 settlement); *Johnson, et al., v. Elements Financial Credit Union*, Case No. 49D01-2001-PL-004706 (Marion County Superior Court, Indiana) (\$775,000 settlement); *Smiley, et al. v. First National Bank*, Case No. 43CV-20-531 (Lonoke County Circuit Court, Arkansas) (\$4.25 million settlement); *Golden v. First State Community Bank*, Case No. 20IR-CC00015 (Iron County Circuit Court, Missouri) (\$510,000 settlement); *Boddy, et al. v. Fort Knox Federal Credit Union*, No. 19-CI-01281 (Hardin County Circuit Court, Kentucky) (\$4.5



million settlement); *Thornton v. German American Bancorp, Inc.*, Case No. 49D01-2007-PL-022667 (Marion County Superior Court, Indiana) (\$3.05 million settlement); *Hall v. MidWestOne Bank*, Case No. LACV082148 (Johnson County District Court, Iowa) (\$500,000 settlement); *Graves v. Old Hickory Credit Union*, Case No. 19-0475-II (Davidson County Chancery Court, Tennessee) (\$500,000 settlement); *Darty v. Scott Credit Union*, Case No. 19L0793 (St. Clair County Circuit Court, Illinois) (\$6.5 million settlement); *Walkingstick et al. v. Simmons Bank*, Case No. 6:19-cv-03184-RK (W.D. Mo.) (\$4 million settlement); *Hairston v. United Community Bank*, Case No. 20-L-1749 (Madison County Circuit Court, Illinois) (\$1.1 million settlement); *Stillgood Products, LLC, et al. v. Wesbanco Bank, Inc.*, Case No. 4:21-cv-18-SEB-DML (S.D. Ind.) (\$6.45 million settlement); and *Tisdale v. Wilson Bank & Trust*, Case No. 19-400-BC (Davidson County Chancery Court, Tennessee) (\$550,000 settlement).

Mr. Jennings currently serves as co-lead or class counsel in multiple data breach cases including: *Sherwood, et al. v. The Methodist Hospitals, Inc.*, Case No. 45D11-1911-PL-696 (Lake County Superior Court, Indiana); *Martinez, et al. v. Presbyterian Healthcare Services*, Case No. D-22-cv-2020-1578 (Bernalillo County District Court, New Mexico); *Slos v. Select Health Network, Inc.*, Case No. 71-D05-2002-PL-060 (St. Joseph County Superior Court, Indiana); *In re Banner Health Data Breach Litigation*, Case No. 2:16-cv-02696-PHX (D. Ariz.) (\$6 million settlement); *Gordon, et al. v. Chipotle Mexican Grill, Inc.*, Case No. 1:17-cv-1415-CMA (D. Col.) (settlement value of \$1.6 million in available relief); *Orr, et al. v. Intercontinental Hotel Groups, PLC, et al.*, Case No. 1:17-cv-01622-MLB (N.D. Ga.) (\$1.55 million settlement); *McKenzie, et al. v. AllConnect, Inc.*, Case No. 5:18-cv-00359-JMH (E.D. Ky.) (settlement value of \$1.6 million in available relief); *Marshall v. Conway Regional Medical Center, Inc. d/b/a Conway Regional Health System*, Case No. 23CV-20-771 (Faulkner County Circuit Court, Arkansas) (settlement of \$1.295 million in available relief).

Mr. Jennings has also taken an active role in leading and assisting the prosecution of several class action cases involving consumer products. Representative matters include: *Buford v. Smitty's Supply, Inc., et al.*, Case No. 1:19-cv-82-LPR (E.D. Ark.); *In re Intel Corp. CPU Marketing, Sales Practices and Products Liability Litigation*, Case No. 3:18-md-2828 (D. Or.); and *Albright, et al., v. Sherwin-Williams Company, et al.*, Case No. 1:17-cv-2513-SO (N.D. Ohio).

In the Mass Tort arena, Mr. Jennings has successfully pursued claims involving defective medical devices and pharmaceutical products. Representative litigations include: *In re Biomet M2A Magnum Hip Implant Products Liability Litigation*, MDL 2391 (N.D. Ind.); *In re DePuy Orthopaedics, Inc., ASR Hip Implant Products Liability Litigation*, MDL 2197 (N.D. Ohio); *In re Stryker Rejuvenate and ABG II Hip Implant Products Liability Litigation*, MDL 2441 (D. Minn.); *In re Invokana (canagliflozin) Products Liability Litigation*, MDL 2750 (D. N.J.); and *In re Xarelto Products Liability Litigation*, MDL 2592 (E.D. La.).

Mr. Jennings is a native of Little Rock, Arkansas. In 2001, Mr. Jennings obtained his Bachelor of Arts Degree in Political Science from the University of Arkansas with a minor in



History. In 2005, he earned a Masters in Public Administration (MPA) degree from the University of Arkansas with an emphasis on administrative law. In 2006, Mr. Jennings earned his Juris Doctorate from the William H. Bowen School of Law at the University of Arkansas in Little Rock.

Mr. Jennings is admitted to practice in all Arkansas state courts, the Eastern and Western Districts of Arkansas, the District of Colorado, the Northern District of New York, the Southern District of New York, the Western District of Michigan, the 1st Circuit Court of Appeals, and the 8th Circuit Court of Appeals. He has also been admitted to practice on an individual case-basis in numerous state and federal district courts throughout the country.

Mr. Jennings is a member of the American Associate of Justice, the National Trial Lawyers, the Arkansas Trial Lawyers Association, Public Justice, and the National Association of Securities and Consumer Attorneys (NASCAT). He is also a fellow of the Litigation Council of America and has been named a Mid-South *Super Lawyers* Rising Star in class action and mass tort litigation from 2012 to 2019. From 2020 to present, he has been named a Mid-South *Super Lawyer* in class action and mass tort litigation.

Jason W. Earley



Jason Earley is a co-founder of Jennings & Earley and serves as the firm's lead trial lawyer. He heads the firm's Birmingham, Alabama office and the firm's personal injury practice.

Jason's career has focused on representing hundreds of thousands of individuals in mass tort and class actions against large corporations. Before founding Jennings & Earley, Jason spent years as a partner at Hare, Wynn, Newell & Newton – a nationally renowned plaintiff's firm with a history of success for over 130 years. Jason spent four years as the Managing Partner of Hare Wynn's Little Rock office before moving to Birmingham, Alabama to head up the firm's mass torts team.

Jason served as an integral member of the plaintiffs' leadership team *In re Syngenta AG MIR162 Corn Litigation*, 2:14-md-2591 (D. Kan.). Jason and his teammates obtained a \$217.7 million jury verdict on behalf of a class of Kansas corn farmers against Syngenta. The verdict, which was one of the 10 largest jury verdicts in America that year, led to a \$1.51 billion settlement for hundreds of thousands of corn farmers across America. That settlement remains the largest recovery in an agricultural litigation in the history of the United States.



Jason as lead class counsel in *Mounce v. CHSPSC, LLC*, 5:15-CV-05197 (W.D. Ark.), which involved unfair billing practices by an Arkansas hospital. He obtained class certification, leading to a \$2.2 million settlement

Jason has recovered millions for his clients in the mass tort arena, including clients in multidistrict litigations such as *In re JUUL Labs, Inc. Marketing, Sales Practices & Products Liability Litigation*, 3:19-md-2913 (N.D. Cal.); *In re Davol, Inc./C.R. Bard, Inc., Polypropylene Hernia Mesh Products Liability Litigation*, 2:18-md-2846 (S.D. Ohio); and *In re 3M Combat Arm Earplug Litigation*, 3:19-md-2885 (N.D. Fla.). He has also represented clients in personal injury cases and has obtained seven-figure settlements involving workplace accidents, trucking accidents, and medical malpractice.

Jason currently serves as lead trial counsel for over 500 coal miners suffering from black lung in Eastern Kentucky who have brought claims against dust mask manufacturers across Eastern Kentucky. He has tried and settled cases across Kentucky during this litigation, resulting in tens of millions of dollars in recoveries for his clients.

Jason also currently serves lead trial counsel in hundreds of cases filed in Northern Alabama involving cancer resulting from the contamination of the community water supply by 3M from its Decatur, Alabama manufacturing plant. He also represents numerous claimants in other toxic tort cases, including *In re Aqueous Film Forming Foams Product Liability Litigation* (D.S.C), a *In re Zantac (Ranitidine) Prod. Liab. Litig.*, 20-md-2924 (S.D. Fla.); *In re Roundup Prods. Liability Litig.*, 3:16-md-02741 (N.D. Cal.); and *Paraquat Products Liability Litigation*, 3:21-md-3004 (S.D. Ill).

Jason earned his Bachelor of Arts, *cum laude*, from Lyon College in Batesville, Arkansas, in 1999. He went on to obtain his Juris Doctor with high honors from the University of Arkansas at Little Rock William H. Bowen School of Law in 2004, where he was a member of the Law Review and Trial Team. He has practiced in courts across the country, and is licensed to practice in Alabama, Arkansas, Kentucky, and Washington D.C. Recognized as a top trial lawyer, Jason has been featured by publications including *Super Lawyers*, *Best Lawyers*, and *the National Trial Lawyers*.

Jason currently serves on the Board of Trustees for his alma matter, Lyon College, and has served on the boards of the Alabama Head Injury Foundation, Downtown Little Rock Kiwanis, and Philander Smith College. He was also twice elected to serve on the Arkansas Bar Association's House of Delegates.



Tyler B. Ewigleben



Tyler B. Ewigleben has spent the entirety of his legal career as an advocate for consumer rights, representing Plaintiffs in state and federal courts across the country. While he has a broad depth of knowledge and experience, Tyler currently focuses the majority of his efforts on bank fee, junk fee, data breach, auto-renewal, illegal gaming, and deceptive marketing litigation.

Tyler is currently lead or co-lead counsel in hundreds of class action lawsuits against financial institutions across the country for the improper assessment of various fees. Through this work, he has played a critical role in obtaining tens of millions of dollars in settlements on behalf of consumers through his mastery of case initiation, managing complex discovery, and briefing complex legal issues. Tyler is also lead counsel in numerous cases involving complex data breach issues, deceptive marketing of various consumer products, and illegal gaming and gambling.

Mr. Ewigleben currently serves or has served as lead, co-lead, or support counsel in numerous class action cases. Some examples include:

Bank Fee Litigation: In re: Coleman-Curtis v. One Nevada Credit Union, No. A-22-859045-C (Nev. Dist. Ct.) (co-lead counsel): class settlement of \$2.75M; In re: US Realty Group LLC v. New York Community Bank, No. 2:23-cv-01609-KAM-SAL (E.D.N.Y.) (co-lead counsel): class settlement of \$842,500; In re: Mock v. Tompkins Community Bank, No. 3:22-cv-00995-BKS-ML (N.D.N.Y.) (co-lead counsel): class settlement of \$450,000; In re: Williams v. Vision Bank, No. CJ-2023-947 (Ok. Dist. Ct.) (lead counsel): class settlement of \$500,000; In re: McGillem et al. v. Midwest America Federal Credit Union, No. 02D02-2308-PL-359 (Ind. Sup. Ct.) (lead counsel): in active litigation; In re: Solomon et al. v. Air Academy Federal Credit Union, No. CC-06-2023-C-100 (WV Cir. Ct.) (co-lead counsel): in active litigation; In re: Knight et al. v. Heritage Family Federal Credit Union, (N.H. Super. Ct) (co-lead counsel): in active litigation; In re: Reckman et al. v. CBI Bank & Trust, D/B/A/ F&M Bank, No. 2022 LA 000034 (Ill. Cir. Ct.) (co-lead counsel): class settlement for 60 percent of damages; In re: Hughes v. Credit Human Federal Credit Union, No. 2021CI07090 (Tx. Dist. Ct.) (co-lead counsel) (in active litigation); In re: Fleischer v. Evans Bank, No. 1:23-cv-00952-JLS-JJM (W.D.N.Y.) (co-lead counsel): in active litigation; In re: Johnson et al. v. MembersAlliance Credit Union, No. 2022-LA-0000354 (Ill. Cir. Ct.) (co-lead counsel): in active litigation; In re: Perks v. TD Bank, N.A., No. 1:18-cv-11176-VEC (S.D.N.Y.) (support counsel): class settlement of \$40M; In re: Hinton v. Atlantic Union Bank, No. 3:20-cv-651-JAG (support counsel): class settlement of \$1.6M; In re: Thorton v. German Am. Bancorp, No. 49D01-2007-PL-022667 (Ind. Comm'l Ct.) (support



counsel): class settlement of \$3M; In re: James v. Georgia United Credit Union, No. 19-A-09050-7 (Ga. Super Ct.) (support counsel): class settlement of \$4M; In re: Howell v. Eastman Credit Union, No. C42517 (Tenn. Cir. Ct.) (support counsel): class settlement of \$3.25M; In re: Yarski v. Knoxville TVA Employees Credit Union, No. 3-220-19 (Tenn. Cir. Ct) (support counsel: class settlement of \$1.1M; In Re: Hairston v. United Community Bank, No. 2020L 001749 (Ill. Cir. Ct.) (support counsel): class settlement \$1.1M; In re: Walker et al. v. American Heritage Bank, No. CJ-2021-212 (Ok. Dist. Ct) (support counsel): class settlement of \$1.35M; In re: Willard et al. v. Oregon Community Credit Union, No. 19CV53047 (Or. Cir. Ct.) (support counsel): class settlement of \$1.975M; In re: Bowen v. Commonwealth Credit Union, No. 19-CI-00416 (Ky. Cir. Ct) (support counsel): class settlement of \$2.4M; In re: Pace v. Landmark Bank, No. 20BA-CV00244 (Mo. Cir. Ct.) (support counsel): class settlement of \$2.75M; In re: Walkingstick et al. v. Simmons Bank, No. 6:19-cv-03184-RD (W.D. Mo.) (support counsel): class settlement valued at more than \$4M; In re: Lowe et al. v. NBT Bank, No. 3:19-CV-01400-MAD-ML (N.D.N.Y.) (support counsel): class settlement of \$5.7M; In re: Perkins v. Vantage Credit Union, No. 21SL-CC03736 (Mo. Cir. Ct.) (support counsel): class settlement of \$6.1M; In re: Darty v. Scott Credit Union, No. 19LO798 (Ill. Cir. Ct.) (support counsel): class settlement of \$5.6M.

Data Breach Litigation: *Smith et al. v. Apria Healthcare LLC*, No. 1:23-cv-01003-JPH-KMB (S.D. Ind.) (support counsel): in active litigation; *Smith et al. v. Loyola Medical Center*, No. 1:23-cv-15828 (N.D. Ill.) (support counsel): in active litigation; *Cabezas v. Mr. Cooper Group*, No. 3:23-cv-02454-N (N.D. Tex) (support counsel): in active litigation; *In re: Fortra File Transfer Software Data Breach Litigation*, No. 24-MD-03090-RAR (S.D. Fl.) (support counsel): in active litigation; *In re: Community Health Data Incident Litigation*, No. 40D01-2211-PL-041242 (In. Sup. Ct) (support counsel): in active litigation; *Sutton et al. v. Emanate Health, and Does 1-30, inclusive*, No. 23STCV29848 (Cal. Sup. Ct.) (support counsel): in active litigation; *Christensen et al. v. Medical Scanning Consultants, P.A. d/b/a Center for Diagnostic Imaging d/b/a Rayus Radiology et al.*, No. 0:23-cv-02272-JRT-DTS (Minn. Dist. Ct.) (support counsel): in active litigation; *In re: Fallon Ambulance Service Data Security Incident Litigation*, No. 1:24-cv-10097-JEK (U.S.D.C. Mass.) (support counsel): in active litigation.

Auto-Renewal Fee Litigation: *Fernandez et al. v. Favorite World, LLC*, No. 30-2023-01366132-CU-BC-CSC (Cal. Sup. Ct.) (co-lead counsel): in active litigation; *Barrientos v. Fitness Members Services, LLC*, No. 1:2023cv06329 (N.D. Ill.): in active litigation; *Foster et al. vo Smarty, LLC*, No. 3:24-cv-00113-BAS-BGS (S.D. Cal) (co-lead counsel): confidential individual settlement.

Gaming and Gambling Litigation: *Colvin et al. v. Roblox Corporation et al.*, No. 3:23-cv-04146-VC (N.D. Cal.) (co-lead counsel): in active litigation.

Deceptive Marketing Litigation: *Cliburn et al. v. One Source to Market, LLC d/b/a Hexclad Cookware*, No. 23STCV28390 (Cal. Sup. Ct.) (co-lead counsel): class settlement of \$2.5M; *Elseroad et al. v. Boston Foundry, Inc., d/b/a Made In Cookware*, No. 1:23-cv-01449-RP (W.D.T.) (co-lead



counsel): in active litigation; Boyd et al. v. Target Corp., No. 0:23-02668-KMM-DJF (Dist. Minn.) (co-lead counsel): in active litigation.

Mr. Ewigleben is a native of Indianapolis, Indiana. Mr. Ewigleben obtained his Bachelor of Science Degree in Public Affairs from Indiana University *with distinction* and earned his Juris Doctorate from the Indiana University Robert H. McKinney School of Law, graduating *cum laude*.

Mr. Ewigleben is admitted to practice in all Indiana state courts, the Northern and Southern Districts of Indiana, the 7th Circuit Court of Appeals, the Northern District of New York, the Western District of Michigan, and the Fourth Circuit Court of Appeals. He has also been admitted to practice on an individual case-basis in numerous state and federal district courts throughout the country. He is currently seeking admission to the DC and Arkansas bars.

Mr. Ewigleben is a member of the American Association of Justice, Indiana Bar Association and the Indianapolis Bar Association and has been recognized as a Super Lawyer Rising Star in Class Action and Mass Tort Litigation since 2023.

Outside of the courtroom, you can find Tyler spending time with his wife Brenda and their children, Mila & Levitt, likely at the park down the street from their historic home in downtown Indianapolis or on a plane on the way to their next adventure.

Winston Hudson



Winston is a litigation attorney who has concentrated his practice area on consumer class action cases. Winston assists the Jennings & Earley PLLC litigation team on cases involving unfair and deceptive business practices, data breaches, bank fee cases, and other various types of class action cases. Prior to joining the Jennings & Earley PLLC, Winston attended the University of Alabama where he majored in finance with a concentration in investment management. Winston later attended the University of Mississippi School of Law, where he worked in the business law clinic assisting low-income entrepreneurs, as well as serving as a staff editor for the Mississippi Law Journal.

Mr. Hudson currently serves or has served as lead, co-lead, or support counsel in numerous class action cases. Some examples include:



Bank Fee Litigation: In re: Coleman-Curtis v. One Nevada Credit Union, No. A-22-859045-C (Nev. Dist. Ct.) (co-lead counsel): class settlement of \$2.75M; In re: Williams v. Vision Bank, No. CJ-2023-947 (Ok. Dist. Ct.) (lead counsel): class settlement of \$500,000 In re: US Realty Group LLC v. New York Community Bank, No. 2:23-cv-01609-KAM-SAL (E.D.N.Y.) (co-lead counsel): class settlement of \$842,500; In re: Knight et al. v. Heritage Family Federal Credit Union, (N.H. Super. Ct) (co-lead counsel): in active litigation; In re: Reckman et al. v. CBI Bank & Trust, D/B/A/ F&M Bank, No. 2022 LA 000034 (Ill. Cir. Ct.) (co-lead counsel): class settlement for 60 percent of damages; In re: Fleischer v. Evans Bank, No. 1:23-cv-00952-JLS-JJM (W.D.N.Y.) (co-lead counsel): in active litigation; In re: Johnson et al. v. MembersAlliance Credit Union, No. 2022-LA-0000354 (Ill. Cir. Ct.) (co-lead counsel); In re: Jones, et al. v. Seacoast National Bank (Fla. Cir. Ct.): in active litigation.

Auto-Renewal Fee Litigation: *Fernandez et al. v. Favorite World, LLC*, No. 30-2023-01366132-CU-BC-CSC (Cal. Sup. Ct.) (co-lead counsel): in active litigation; *Barrientos v. Fitness Members Services, LLC*, No. 1:2023cv06329 (N.D. Ill.): confidential settlement; *Rodriguez v. GO Car Wash Management Corp.*, No. 5:24-CV-02085-SSS-DTBx (C.D. Cal) (co-lead counsel): in active litigation.

Gaming and Gambling Litigation: *Colvin et al. v. Roblox Corporation et al.*, No. 3:23-cv-04146-VC (N.D. Cal.) (co-lead counsel): in active litigation.

Mr. Hudson is a native of Hattiesburg, Mississippi. Mr. Hudson obtained is Bachelor of Science Degree from the University of Alabama in 2018. In 2021, Mr. Hudson earned his Juris Doctorate from the University of Mississippi School of Law, graduating *cum laude*.

Mr. Hudson is admitted to practice in all Mississippi and Florida state and federal courts. He has also been admitted to practice on an individual case-basis in numerous state and federal district courts throughout the country.

Mr. Hudson is a member of the American Associate of Justice, Florida Bar Association and the Florida Bar Young Lawyers Division.

EXHIBIT 4

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

KENSANDRA SMITH and MARY ELLEN)	
NILES, <i>individually and on behalf of all others</i>)	
<i>similarly situated,</i>)	
)	
Plaintiffs,)	
)	Case No. 23-cv-15828
v.)	
)	
LOYOLA UNIVERSITY MEDICAL)	
CENTER,)	
)	
Defendant.)	

**DECLARATION OF SNOW WALLACE REGARDING
SETTLEMENT NOTICE PLAN**

I, Snow Wallace declare as follows:

1. My name is Snow Wallace. I have personal knowledge of the matters set forth herein.

2. I am a Vice President of Class Action Services for Verita Global, LLC (“Verita”) f/k/a KCC Class Action Services, LLC or KCC, a firm that specializes in comprehensive class action services, including legal notification, email and postal mailing campaign implementation, website design, call center support, class member data management, claims processing, check and voucher disbursements, tax reporting, settlement fund escrow and reporting, and other related services critical to the effective administration of class action settlements. With more than 30 years of industry experience, Verita has developed efficient, secure, and cost-effective methods to effectively manage the voluminous data and mailings associated with the noticing, claims processing and disbursement requirements of these matters to ensure the orderly and fair treatment of class members and all parties in interest.

3. As an industry leader, Verita has been retained to administer more than 7,500 class actions and distributed settlement payments totaling well over a trillion dollars in assets. Our experience includes many of the largest and most complex administrations of both private litigation and of actions brought by state and federal government regulators. As such, we are familiar with, and guided by, Constitutional due process provisions, the Federal Rules of Civil Procedure, and the relevant case law relating to legal notification.

4. Verita has administered class action settlements for hundreds of consumer protection cases, including data breach and privacy cases. Some examples of complex matters with which Verita has been involved include *Braun v. VisionQuest Eyecare, PC, et al.*, 49D07-1705-PL-020189 (Ind. Super. Ct.); *Carroll v. Macy's Inc. et al.*, No. 2:18-cv-01060-RDP (N.D. Ala.); *Cochran v. Burgerville LLC*, No. 18-cv-44864 (Cir. Ct. Ore); *Debaeke v. St. Joseph Health System, et al.*, No. JCCP 4716 (Cal. Super. Ct.); *Elvey v. TD Ameritrade, Inc.*, No. C 07 2852 VRW (N.D. Cal.); *Experian Data Breach Litig.*, No. 8:15-cv-01592 AG (DFMx) (C.D. Cal.); *Groveunder v. Wellpoint*, No. JCCP 4647 (Cal. Super. Ct.); *In re Anthem, Inc. Data Breach Litig.*, No. 5:15-MD-02617-LHK (N.D. Cal.); *In re Arby's Restaurant Group, Inc. Data Security Litig.*, No. 18-mi-55555-AT (N.D. Ga.); *In re LinkedIn User Privacy Litig.*, No. 12-cv-03088-EJD (N.D. Cal.); *In re Medical Informatics Engineering, Inc. Customer Data Security Breach Litig.*, No. 15-md-2667 (N.D. Ind.); *In re Yapstone Data Breach Litig.*, No. 15-cv-04429-JSW (N.D. Cal.); *Lozanski v. The Home Depot Inc. Canada*, No. 14-51262400CP (Ontario Superior Court of Justice, Canada); *Ramsey v. 41 E. Chestnut Crab Partners, LLC, et al.*, No. 2019-CH-2759 (Ill. Cir. Ct.); *ISaenz v. SEIU United Healthcare Workers-West*, No. RG09478973 (Cal. Super. Ct.); *Shurtleff v. Health Net of California, Inc.*, No. 34-2012-00121600 (Cal. Super. Ct.); *Sonic Corp Customer Data Security Breach Litig.*, No. 1:17-md-02807 (N.D. Ohio); *Storm v. Paytime, Inc.*, No. 14-cv-01138 (M.D.

Pa.); *The Home Depot, Inc. Customer Data Security Breach Litig.*, No. 1:14-md-02583 (N.D. Ga.); *Torres v. Wendy's International, LLC*, No. 6:16-cv-00210-PGB-DCI (M.D. Fla.); and *Winstead v. ComplyRight, Inc.*, No. 18-cv-4990 (N.D. Ill.).

5. This Declaration details the Settlement Notice Plan (“Notice Plan”) proposed for *Smith, et al. v. Loyola University Medical Center*, Case No. 1:23-cv-15828, pending in the United States District Court for the Northern District of Illinois, before the Honorable Jeremy C. Daniel.

6. The facts in this Declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Verita.

7. Unless noted otherwise, capitalized terms have the same meaning ascribed to them as in the Settlement Agreement.

NOTICE PLAN

Proposed Class Definition

8. The Settlement Class is defined as all persons who logged into the Loyola University Medical Center MyChart patient portal account at least once from January 1, 2018 through December 31, 2022. The Settlement Class shall not include Defendant, its affiliates, parents, subsidiaries, officers, directors, and the judge(s) presiding over this matter and their clerk(s).

Individual Notice via Email and U.S. Mail

9. Loyola University Medical Center (“LUMC”) will provide Verita with a list that includes Settlement Class Members’ full names, last known email addresses, and last known home addresses as reflected in LUMC’s records (the “Class List”).

10. Verita will send a direct individual notice via email (“Email Notice”) to every Settlement Class Member for whom an email address exists on the Class List. The Email Notice

content will be included in the body of the email, rather than as an attachment, to avoid spam filters and improve deliverability. The email will contain a link to the Settlement Website.

11. The email delivery will be attempted three times to maximize the probability that the Settlement Class Members will receive it. The email campaign will return data regarding the number of emails successfully delivered and email bounce backs.

12. Verita will send a single postcard notice (“Short-Form Notice”) via the United States Postal Service (USPS) to all Settlement Class Members whose Email Notice is known not to have been delivered or for which an email address is not available on the Class List.

13. Prior to mailing, all mailing addresses will be checked against the National Change of Address (NCOA)¹ database maintained by the United States Postal Service (USPS). In addition, the addresses will be certified via the Coding Accuracy Support System (CASS)² to ensure the quality of the zip code and verified through Delivery Point Validation (DPV)³ to verify the accuracy of the addresses.

14. The return address on the Short-Form Notices will be a post office box that Verita will maintain for this case. The USPS will automatically forward Short-Form Notices with an available forwarding address order that has not expired (“Postal Forwards”). Short-Form Notices returned as undeliverable will be re-mailed to any new address available through USPS

¹ The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and last known address.

² Coding Accuracy Support System is a certification system used by the USPS to ensure the quality of ZIP+4 coding systems.

³ Records that are ZIP+4 coded are then sent through Delivery Point Validation to verify the address and identify Commercial Mail Receiving Agencies. DPV verifies the accuracy of addresses and reports exactly what is wrong with incorrect addresses.

information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, or to better addresses that may be found using a third-party lookup service. Short-Form Notices will be promptly re-mailed upon successfully locating better addresses.

Reminder Notice

15. Verita will send reminder email notices to all Settlement Class Members for which a valid email address is available on the Class List between 30 and 45 days before the close of the Claims Deadline.

Response Mechanisms

16. Verita will establish and maintain a case-specific website to allow Settlement Class Members to obtain additional information about the settlement as well as relevant court filings from the action. Settlement Class Members will be able to complete their Claims Form online. Settlement Class Members will be also able to view, download, and print the Complaint, Short-Form Notice, Long-Form Notice and Claim Form approved by the Court, as well as the Settlement Agreement and other relevant settlement and court documents. Settlement Class Members will also be able to review a list of frequently asked questions and answers and important dates and deadlines.

17. A toll-free telephone number will also be established to allow Settlement Class Members to listen to answers to frequently asked questions and/or request to receive a Long-Form Notice and Claim Form via mail or request a call back.

Claim Forms

18. To obtain a settlement Claim Payment, Settlement Class Members must submit a Claim Form online or by mail. Each identifiable Settlement Class Member who is sent an Email

Notice or Short-Form Notice will be assigned a unique identifier or “Claim ID” that may be used to expedite claims filing by “pre-populating” name, mailing address, and/or email address information. Claim IDs and PINs will be provided in the Email Notices and Short-Form Notices. Settlement Class Members who receive an individual notice and wish to file a Claim Form online may enter their Claim ID and PIN to view and submit a Claim Form.

19. The Claim Form will seek information necessary to validate and process Settlement Class Members’ claims. If a claim is denied due to lack of signature or other required information or documentation, the Settlement Class Member will be notified and be provided with an opportunity to correct the claim.

20. Verita will process all Claim Forms in accordance with the Settlement Agreement.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 10th day of April 2025, at Jacksonville, FL.

Snow Wallace

