

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.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATIONPAGE 4

1. Why was this notice issued?
2. What is the lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?

WHO IS IN THE SETTLEMENT PAGE 5

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

THE SETTLEMENT BENEFITS—WHAT YOU GETPAGE 5

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

HOW TO GET A CASH PAYMENT—SUBMITTING A VALID CLAIM FORMPAGE 7

8. How can I get a cash payment?
9. When will I get my check?

EXCLUDING YOURSELF FROM THE SETTLEMENTPAGE 7

10. If I exclude myself, can I get anything from the Settlement?
11. If I don't exclude myself, can I sue later?
12. How do I get out of the Settlement?

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

OBJECTING TO THE SETTLEMENT.....PAGE 9

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

OBJECTION AND OPT-OUT DIFFERENCESPAGE 10

14. What's the difference between objecting and excluding?

THE LAWYERS REPRESENTING YOUPAGE 10

15. Do I have a lawyer in the case?

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

THE COURT'S FAIRNESS HEARINGPAGE 10

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

18. Do I have to come to the hearing?

19. May I speak at the hearing?

IF YOU DO NOTHINGPAGE 11

20. What happens if I do nothing at all?

GETTING MORE INFORMATIONPAGE 11

21. How do I get more information?

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.

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

FIRST NAME

LAST NAME

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

STREET ADDRESS

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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]:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

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