

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
McLEAN COUNTY, ILLINOIS**

KENNETH DAVIS, JOANN TAYLOR,  
JONATHAN GWIN, KRISTA GWIN,  
JENNIFER SHELER, CHRISTINA BAYS,  
BRUCE BOECK, CHARLES BRIM,  
SARAH BRIM, E.B., M.B., KIMBERLY  
MILLS, and KANDY BURGESS  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

VISIONPOINT EYE CENTER, PLLC,

Defendant.

Case No. 2024LA000185

Consolidated with Case Nos:  
2025CH000001  
2025CH000002  
2025CH000003  
2025LA000006

CLASS ACTION

JURY TRIAL DEMANDED

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**~~[PROPOSED]~~ ORDER PRELIMINARILY APPROVING  
CLASS ACTION SETTLEMENT**

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This matter having come before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion, the Settlement Agreement (“Settlement Agreement”) between Plaintiffs Kenneth Davis, Joann Taylor, Jonathan Gwin, Krista Gwin, Jennifer Sheler, Christina Bays, Bruce Boeck, Charles Brim, Sarah Brim, E.B., M.B., Kimberly Mills, and Kandy Burgess and Defendant VisionPoint Eye Center, PLLC (“Defendant” or “VisionPoint”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

### **Settlement Class Certification**

2. The Court hereby conditionally certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

All individuals who were notified that their PII/PHI was potentially compromised in the October 2024 Data Breach of Defendant's systems.

The Settlement Class specifically excludes: (i) Defendant and Defendant's parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; (ii) all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; (iii) any and all federal, state, or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; (iv) the attorneys representing the Parties in the Action; (v) all judges assigned to hear any aspect of the Action, as well as their immediate family members; and (vi) any person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the Data Breach, or who pleads *nolo contendere* to any such charge.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Section 2-801 of the Illinois Code of Civil Procedure—including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims—have been preliminarily satisfied.

a. The members of the class are too numerous for their joinder to be practicable.

There are approximately 66,924 Settlement Class Members.

b. Questions of law and fact common to the settlement class predominate over individualized questions. Issues such as whether Defendant failed to prevent the potential accessibility of Plaintiffs' and Class Members' personally identifiable

information and personal health information; and whether Defendant failed to implement and maintain reasonable security procedures and practices appropriate to the nature and scope of the information potentially accessible in the Data Incident.

- c. Plaintiffs are adequate class representatives whose interests in this matter are aligned with those of all other Settlement Class Members. Proposed class counsel—Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC, Ben Barnow of Barnow and Associates, P.C., and Nickolas J. Hagman of Cafferty Clobes Meriwether & Sprengel LLP—have experience and expertise prosecuting class actions and have committed the necessary resources to represent the Settlement Class.
- d. A class action is a superior method for the fair and efficient resolution of this matter.

#### **Preliminary Approval of Settlement**

4. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's-length between the Parties, who were represented by experienced counsel.

5. For settlement purposes only, Plaintiffs Kenneth Davis, Joann Taylor, Jonathan Gwin, Krista Gwin, Jennifer Sheler, Christina Bays, Bruce Boeck, Charles Brim, Sarah Brim, E.B., M.B., Kimberly Mills, and Kandy Burgess are appointed as Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Gary M. Klinger  
**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC**

227 W. Monroe St., Ste. 2100  
Chicago, Illinois 60606  
Telephone: (866) 252-0878  
gklinger@milberg.com

Ben Barnow  
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Nickolas J. Hagman  
**CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP**  
135 S. LaSalle, Suite 3210  
Chicago, Illinois 60603  
Telephone: (312) 782-4880  
Facsimile: (312) 782-4485  
nhagman@caffertyclobes.com

#### **Manner and Form of Notice**

7. The Court approves, in form and content, the Email, Postcard, and Long-Form Notices, attached to the Settlement Agreement as Exhibits B, C, and D, respectively, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy due process.

8. The Court finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, where Class Members' identities are contained in Defendant's records and may be readily ascertained, satisfying fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in

ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

9. Simpluris, Inc. is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

10. The Settlement Administrator may proceed with the distribution of the Notices as set forth in the Settlement Agreement.

11. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notices no later than 90 days after the Notice Date. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit A.

12. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form and/or be electronically submitted to the Settlement Administrator via the Settlement Website no later than no later than 90 days after the Notice Date. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or other proceedings against Defendant or the Released Persons relating to the claims released under the terms of the Settlement Agreement.

14. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as Service Awards for the Class Representatives, in accordance with the terms of the Settlement Agreement, no later than 14 days prior to the Opt-Out and Objection Deadline.

#### **Exclusions from the Settlement Class**

15. Any person within the Settlement Class may request exclusion from the Settlement Class by expressly stating his/her request in a written exclusion request. Such exclusion requests must be received by the Settlement Administrator at the address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked, no later than 60 days after the Notice Date.

16. In order to exercise the right to be excluded, a person within the Settlement Class must timely submit via first class mail a written request for exclusion to the Settlement Administrator stating unequivocally the Settlement Class Member's intent to be excluded from the Settlement Class and from the Settlement. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

17. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

#### **Objections to the Settlement**

18. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the

payment of the Service Awards to the Class Representatives, may do so, either personally or through an attorney, by submitting a written objection, together with the supporting documentation set forth below in Paragraph 19 of this Order, either by with the Clerk of the Court or serving upon Class Counsel and Defendant's Counsel, no later than 60 days after the Notice Date. Objections must be served on Class Counsel and VisionPoint's Counsel no later than sixty (60) Days after the Notice Date. For all objections mailed to Class Counsel and counsel for Defendant, Class Counsel shall file them with the Court with the Motion for Final Approval of the Settlement. Objections not served in accordance with this Order shall not be considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of the Service Awards, and to the Final Approval Order and the right to appeal same. Addresses for Class Counsel and Defendant's Counsel are as follows:

CLASS COUNSEL	DEFENDANT'S COUNSEL
<p><b>MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC</b>  Gary M. Klinger  227 W. Monroe St., Ste. 2100  Chicago, IL 60606  gklinger@milberg.com</p>	<p><b>O'HAGAN MEYER, PLLC</b>  James W. Davidson  One East Wacker Drive  Suite 3400  Chicago, IL 60601  jdavidson@ohaganmeyer.com</p>

19. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing: (i) the objector's full name, address, telephone number, and email address (if any); (ii) the case name and case number; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a

member of the Settlement Class (*e.g.*, copy of original notice of the Data Breach or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will personally appear at the Final Fairness Hearing; and (vii) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative.

20. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's fee and expense application and/or the request for a Service Awards to the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates his/her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

21. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make his or her objection to the



Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

### **Final Approval Hearing**

22. All papers in support of the Final Approval of the Settlement shall be filed at least 14 days prior to the Final Approval Hearing.

23. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit (individual action or class action) with respect to the Released Claims against any of the Released Persons.

24. A Final Approval Hearing shall be held before the Court on March 2, 2026, at 1:30 p.m., before Judge Rebecca S. Foley in Courtroom 5B, McLean County Courthouse, 104 W. Front St., Bloomington, IL 61701 (or at such other time and location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine whether the judgment as provided under the Settlement Agreement should be entered;
- d. to consider the application for an award of attorneys' fees, costs, and expenses to Class Counsel;

- e. to consider the application for Service Awards to the Class Representatives;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- g. to rule upon such other matters as the Court may deem appropriate.

25. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

26. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

#### **Temporary Stay**

27. All discovery, pending motions, and other proceedings in the Litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

#### **Termination of the Settlement**

28. If the Settlement fails to become effective in accordance with its terms, or if the Final Order and Judgment is not entered or is reversed or vacated on appeal, the Order shall be null and void, the Settlement Agreement shall be deemed terminated, and the Parties shall return to their positions without any prejudice, as provided for in the Settlement Agreement.

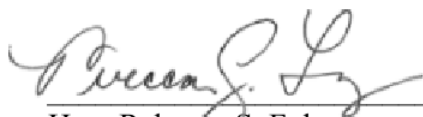
#### **Upcoming Deadlines**

29. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

EVENT	DATE
Defendant to provide the Class Member Information to Settlement Administrator	7 Days after entry of Preliminary Approval Order
Notice Date	30 Days after entry of the Preliminary Approval Order
Deadline for Plaintiffs to File Motion for Attorneys' Fees, Costs, Expenses, and the Service Awards for Class Representatives	14 Days prior to Opt-Out and Objection Deadline
Opt-Out and Objection Deadlines	60 Days after Notice Date
Deadline for Class Members to Submit Claim Forms	90 Days after Notice Date
Deadline for Plaintiffs to File Motion for Final Approval of Class Action Settlement	14 Days prior to Final Approval Hearing
Final Approval Hearing	At least 110 Days after the entry of this Order

**IT IS SO ORDERED.**

ENTERED: 11/3/2025 \_\_\_\_\_

  
 Hon. Rebecca S. Foley  
 Circuit Court Judge

Submitted by:  
 Nickolas J. Hagman  
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