

**IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT  
SANGAMON COUNTY, ILLINOIS**

MICHAEL FEELER, individually and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

WYSSTA SERVICES, INC.,

*Defendant.*

Case No. 2026LA000050

**PRELIMINARY APPROVAL ORDER**

This matter having come before the Court on Plaintiff's Motion in Support of Preliminary Approval of Class Action Settlement (the "Motion"), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Settlement Agreement and Release ("Settlement Agreement") between Plaintiff Michael Feeler, individually and on behalf of all others similarly situated ("Plaintiff" or "Representative Plaintiff"), and Defendant Wyssta Services, Inc. ("Wyssta" or "Defendant") (Plaintiff and Defendant together are the "Parties"), 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 AS FOLLOWS:**

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.
2. 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 and in good faith between the Parties, who were represented by

experienced class action counsel familiar with the legal and factual issues in this case, and was reached with the assistance of experienced mediator Bruce Friedman, Esq., of JAMS.

3. Based on this preliminary evaluation, the Court finds the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, there are questions of law and fact common to members of the Settlement Class that predominate, the proposed Representative Plaintiff fairly and adequately protect the interests of the Settlement Class, and class treatment is an appropriate method for the fair and efficient adjudication of this action.

4. The Court hereby preliminarily 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 persons in the United States who, between January 23, 2021, and January 23, 2025, held an account on the online healthcare portal located at: <https://my.deltadentalcoversme.com>.

The Settlement Class specifically excludes: (a) Defendant and its respective officers and directors; (b) the Judge and/or magistrate assigned to this action, and that Judge's immediate family and court staff; and (c) Class Counsel.

5. For settlement purposes only, Plaintiff Michael Feeler is appointed as the Representative Plaintiff.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel: Eric S. Dvoskin and Nicholas F. Wasdin of Dvoskin Wasdin LLP.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in this litigation in all other contexts and

for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. 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, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Representative Plaintiff 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 Action or in any other lawsuit.

9. The Court approves, in form and content, the forms of Notice and the Claim Form attached to the Settlement Agreement as Exhibits A - C and finds they meet the requirements of 735 ILCS 5/2-803 and satisfy due process.

10. The Court finds that the planned Notice program set forth in the Settlement Agreement meets the requirements of 735 ILCS 5/2-803 and constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment 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 Class Notice 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.

11. Kroll Settlement Administration LLC is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as fully set forth in the Settlement Agreement.

12. The Settlement Administrator may proceed with the distribution of the Notice as set forth in the Settlement Agreement. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the Notice plan as fully described in the Settlement Agreement.

13. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims, 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 or subsequently initiate litigation or other proceedings against any Released Parties relating to the Released Claims released under the terms of the Settlement Agreement.

14. Any person falling within the definition of the Settlement Class may, upon a valid and timely request, exclude themselves or “opt out” from the Settlement Class. Any such person may do so on or before the Opt-Out Date, which shall be 60 days after the Notice Date. Any members of the Settlement Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

15. 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.

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

17. 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 may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth in Paragraph 18 of this Preliminary Approval Order, with the Clerk of the Court no later than 60 days after the Notice Date, or by mailing such document to Defendant's Counsel and Class Counsel, at the addresses listed in Paragraph 18 of this Preliminary Approval Order, with a postmark date no later than 60 days after the Notice Date.

18. Any Settlement Class Member who intends to object to the Settlement shall submit a timely written notice of his or her objection. Such notice shall: (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, attestation of membership), including an attestation under that the objector is a Settlement Class Member; (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/their 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. To be timely, written notice of an objection in the appropriate form must be either filed with the Clerk of the Court no later than 60 days after the Notice Date with service on Class Counsel and Defendant's Counsel, or mailed to Defendant's Counsel and Class Counsel at the following addresses with a postmark date no later than 60 days from the Notice Date:

To Defendant's Counsel:

Jad Sheikali  
Shook, Hardy & Bacon LLP  
111 South Wacker Drive, Suite 4700  
Chicago, IL 60606

To Class Counsel:

Eric S. Dwoskin  
Dwoskin Wasdin LLP  
433 Plaza Real, Ste. 275  
Boca Raton, FL 33432

Nicholas F. Wasdin  
Dwoskin Wasdin LLP  
110 N. Wacker, Ste. 2500  
Chicago, IL 60606

19. For all objections mailed to Class Counsel and Defendant's Counsel, Class Counsel will file them with the Court as an exhibit to Representative Plaintiff's motion for final approval.

20. 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 timely make their objection to the

Settlement Agreement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record 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 Order and Judgment.

21. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement Agreement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit with respect to the Released Claims against the Released Parties.

22. The Final Approval Hearing shall be held before the Court on September 9, 2026 at 1 p.m. in the Circuit Court of Sangamon County, Illinois before Hon. Judge Gail Noll (Zoom ID: 269 739 8957; Passcode: 903784) (or at such other time and location as the Court may without further notice direct, or if there are no objections, the hearing may be stricken from the calendar) 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 Agreement is fair, reasonable and adequate, and should be approved by the Court;
- c. to determine whether the final order as provided under the Settlement Agreement should be entered including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- d. to consider the application for attorneys' fees and litigation costs for Class Counsel;

- e. to consider the application for a Service Award to the Representative Plaintiff;  
and
- f. to rule upon such other matters as the Court may deem appropriate.

23. Class Counsel shall file papers in support of their requested attorneys' fees and reimbursement of litigation costs and Representative Plaintiff's Service Award with the Court at least fourteen (14) days prior to the Final Approval Hearing.

24. Papers in support of final approval of the Settlement Agreement shall be filed with the Court at least fourteen (14) days prior to the Final Approval Hearing.

25. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. The Court may enter a Final Order and Judgment approving the Settlement Agreement any time after the Notice program has been completed if there are no timely filed Objections. Entry of the Final Order and Judgment will fully and finally adjudicate 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.

27. The Court will have continuing jurisdiction over the Civil Action for the purpose of implementing the Settlement until the Civil Action and all related matters are fully resolved through a Final Judgment.

28. All discovery and other proceedings in the Civil Action as between Representative Plaintiff 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.

29. In order to protect its jurisdiction to consider the fairness of the Settlement and to enter a Final Approval Order and Judgment having binding effect on all Settlement Class

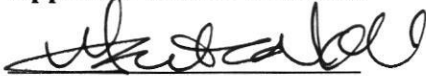
Members, the Court hereby enjoins any and all Settlement Class Members, and anyone who acts or purports to act on their behalf, from initiating, pursuing, or continuing to pursue any other proceedings in any state or federal court or any other proceeding that seeks to address any Settlement Class member's rights or claims relating to, or arising out of, any of the Released Claims.

30. The Parties to the Settlement Agreement are directed to carry out their obligations under the terms thereof.

31. In accordance with the provisions of the Settlement Agreement specifying the procedures for settlement administration and payment to Settlement Class Members, the Court enumerates below the following deadlines:

Event	Relative Time	Date
Defendant to provide class information list to the Settlement Administrator	14 Days after Preliminary Approval Order	May 21, 2026
Notice Date	45 days after Preliminary Approval Order	June 21, 2026
Objection and Opt-Out Deadline	60 days after Notice Date	August 20, 2026
Claims Deadline	60 Days after Notice Date	August 20, 2026
Fee Petition	14 days before Final Approval Hearing	August 26, 2026
Final Approval Motion	14 days before Final Approval Hearing	August 26, 2026
Final Approval Hearing		September 9, 2026 at 1:00 p.m.

Approved and So Ordered:



Gail Noll  
Circuit Judge

5-7-2026