

# Exhibit 1

To Declaration of Eric S. Dwoskin  
*Class Action Settlement Agreement*

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement<sup>1</sup>, effective as of the date of the last signature below, is made and entered into between Representative Plaintiff Michael Feeler, individually and on behalf of the Class, on the one hand, and Defendant Wyssta Services, Inc., on the other hand. This Settlement Agreement is subject to and dependent upon final Court approval and intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Civil Action and the Released Claims, subject to the terms below.

### RECITALS

**WHEREAS**, on January 23, 2025, Representative Plaintiff filed a putative class action lawsuit against Defendant in the United States District Court for the Northern District of Illinois, styled *Michael Feeler v. Wyssta Services, Inc.*, Civil Action No. 1:25-cv-794 (N.D. Ill.) and asserted claims for violations of the Electronic Communications Privacy Act (18 U.S.C. § 2511) and the Illinois Eavesdropping Statute (720 ILCS § 5/14-1).

**WHEREAS**, on February 18, 2026, the Settling Parties participated in a full-day virtual mediation before Bruce Friedman, Esq. of JAMS. Although the Settling Parties were unable to come to an agreement that day, they diligently continued their settlement negotiations and ultimately reached a settlement in principle through these discussions, as memorialized herein (and in the attached exhibits).

**WHEREAS**, on March 12, 2026, the Initial Action was voluntarily dismissed without prejudice, and, on March 12, 2026, the Civil Action was filed in the Circuit Court of Sangamon County, Illinois, bearing Case No. 2026LA000050.

**WHEREAS**, Defendant denies each and every one of the claims and contentions that have been or could have been alleged against it in the Civil Action and all charges of wrongdoing or liability of any kind. Thus this Settlement Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendant with respect to any claim of fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that Defendant has or would assert, or the requirements for class certification under Federal Rule of Civil Procedure 23, 735 ILCS 5/2-801, and/or any other applicable rule (state or federal), and whether Representative Plaintiff could satisfy those requirements.

**WHEREAS**, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in such complex litigation, and have determined that it is desirable to effectuate a full and final settlement of the Civil Action on the terms set forth below to avoid the associated burdens, risks, and costs.

**WHEREAS**, based on their investigation and experience in data privacy and security cases, Class Counsel have concluded the terms of this Settlement Agreement are fair, reasonable, and adequate to Settlement Class Members and are in their best interests. Therefore Class Counsel

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<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in Section I below.

have agreed to settle the claims that were asserted or could have been asserted in the Civil Action arising out of or relating to the use of web tracking technology on Defendant's website (deltadentalcoversme.com) pursuant to the terms of this Settlement Agreement. This Settlement Agreement was reached after considering, among other things, (i) the substantial benefits that Settlement Class Members will receive from the Settlement, (ii) the uncertain outcome and attendant risks of litigation, (iii) the delays inherent in litigation, and (iv) the desirability of permitting the settlement of the Civil Action to be consummated as provided herein.

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and among Representative Plaintiff, individually and on behalf of the Settlement Class, Class Counsel, and Defendant that, subject to the Court's final approval, when Judgment becomes Final, the Released Claims shall be finally and fully compromised, settled, and released and the Civil Action shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, upon and subject to the terms of this Settlement Agreement.

## I. DEFINITIONS

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

1.1. "Civil Action" means the civil action filed as *Michael Feeler v. Wyssta Services, Inc.* in the Circuit Court for Sangamon County, Illinois, bearing Case No. 2026LA000050.

1.2. "Claim" means a claim for Settlement Class Member Payment made further and pursuant to the terms of this Settlement Agreement.

1.3. "Claimant" means a Settlement Class Member who submits a Claim.

1.4. "Claims Deadline" means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as 60 days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, Long Form Notice, Short Form Notice, and Claim Forms.

1.5. "Claim Forms" means the claim forms to be used by Settlement Class Members to submit a Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibit A hereto.

1.6. "Class Counsel" means Eric S. Dwoskin and Nicholas F. Wasdin of Dwoskin Wasdin LLP.

1.7. "Court" means the Circuit Court of Sangamon County, Illinois, which is overseeing the Civil Action.

1.8. "Defendant" means Wyssta Services, Inc.

1.9. "Defendant's Counsel" means Jad Sheikali of Shook, Hardy & Bacon L.L.P.

1.10. “Effective Date” means the date the settlement is Final.

1.11. “Fee Award” means the amount of attorneys’ fees, costs and expenses awarded by the Court to Class Counsel.

1.12. “Final” means the occurrence of all the following events: (a) the Court has entered a Judgment; (b) the time to appeal the Judgment has passed and no appeal has been filed, and (c) 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 has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any Fee Award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.13. “Initial Action” means the putative class action lawsuit against Defendant in the United States District Court for the Northern District of Illinois, styled *Michael Feeler v. Wyssta Services, Inc.*, Civil Action No. 1:25-cv-794 (N.D. Ill.).

1.14. “Judgment” means a final judgment rendered by the Court, substantially in the form as shown in Exhibit E.

1.15. “Long Form Notice” means the long form notice of settlement that will be posted on the Settlement Website, substantially in the form as shown in Exhibit C.

1.16. “Net Settlement Benefit Cap” means the Settlement Benefit Cap less: (a) Settlement Administration Expenses; (b) any Fee Award approved by the Court; and (c) any Service Award approved by the Court.

1.17. “Notice Date” means 45 days after entry of the Preliminary Approval Order. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-Out Date, Objection Date, and all other deadlines that flow from the Notice Date.

1.18. “Notice and Settlement Administration” means the process of providing notice of this Settlement to the Settlement Class and the processing and payment of Claims received from Settlement Class Members by the Settlement Administrator.

1.19. “Objection Date” means the date by which Settlement Class Members must mail to Class Counsel and Defendant’s Counsel or, in the alternative, file with the Court, their objection to the Settlement Agreement for that objection to be effective and shall be set at 60 days after the Notice Date. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.20. “Opt-Out Date” means the date by which the Settlement Class Members must mail their requests to the Settlement Administrator to be excluded from the Settlement Class for that request to be effective and shall be set at 60 days after the Notice Date. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.21. “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, agents and/or assignees.

1.22. “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and approving the Notice Program. The Settling Parties have proposed a Preliminary Approval Order as Exhibit D.

1.23. “Released Claims” means any and all claims through the Effective Date based on the alleged disclosure, use, interception or transfer of information through tracking or analytics tools, code, cookies or pixels operating on the website [deltadentalcoversme.com](http://deltadentalcoversme.com) and any associated sub-domains, including without limitation the website located at: <https://my.deltadentalcoversme.com/>. Released claims shall not include the right of any Settlement Class Member, the Settling Parties, or the Released Parties to enforce the terms of this Settlement Agreement and shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.24. “Released Parties” means Defendant and Defendant’s past, present, and future direct and indirect parents, subsidiaries, divisions, departments, affiliates, predecessors, successors and assigns, and any and all of their past, present, and future directors, officers, executives, employees, officials, principals, stockholders, heirs, agents, insurers, reinsurers, members, attorneys, accountants, actuaries, fiduciaries, advisors, consultants, representatives, partners, joint venturers, licensees, licensors, service providers, independent contractors, subrogees, trustees, executors, administrators, predecessors, successors and assigns, and any other person acting on Defendant’s behalf in their capacity as such. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement and may enforce the Agreement as if they were parties to the Agreement.

1.25. “Service Award” means the amount awarded by the Court and paid to Representative Plaintiff in recognition of his role in the Civil Action.

1.26. “Settlement Administration Expenses” means the fees and expenses incurred by the Settlement Administrator in providing Notice and Settlement Administration, processing Claim Forms, responding to inquiries from the Settlement Class, managing and disbursing the Settlement Fund, sending Settlement Class Member Payments, and related services pertaining to the performance of the duties of the Settlement Administrator.

1.27. “Settlement Administrator” means any reputable administration company that has been selected by Class Counsel and approved by the Court to oversee the distribution of notice to the Settlement Class, as well as the processing of Claim Forms and payment of Settlement Class Member Payments and related tasks as set forth in this Settlement Agreement. Class Counsel has selected Kroll Settlement Administration LLC as the Settlement Administrator, subject to approval by the Court.

1.28. “Settlement Agreement” means this agreement, exhibits, and the settlement embodied herein.

1.29. “Settlement Benefit Cap” means the gross amount of \$12,670,284, which is Defendant’s maximum financial obligation in this matter. In no event shall the total out-of-pocket costs paid by Defendant exceed the Settlement Benefit Cap. The following shall be subject to the Settlement Benefit Cap: (a) all Settlement Class Member Payments; (b) all Settlement Administration Expenses; (c) any Fee Award approved by the Court; and (d) any Service Award approved by the Court.

1.30. “Settlement Class” means 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/>, which the Parties estimate to be approximately 767,896 people. The Settlement Class specifically excludes: (a) Defendant and its respective officers and directors and (b) the Judge and/or magistrate assigned to the Civil Action, that Judge’s immediate family, and court staff.

1.31. “Settlement Class Members” means all persons within the Settlement Class.

1.32. “Settlement Class Member Payment” means the \$16.50 cash payment provided to each Claimant who submits a Valid Claim. In the event the Net Settlement Benefit is insufficient to fund all Settlement Class Member Payments, Settlement Class Member Payment shall be reduced on a *pro rata* basis.

1.33. “Settlement Fund” means an account established by the Settlement Administrator and funded by Defendant in an amount up to the Settlement Benefit Cap, inclusive of all Settlement Class Member Payments, all Settlement Administration Expenses, the Fee Award, and the Service Award. Defendant shall have no obligation to fund the Settlement Fund beyond the amounts necessary to fund all Settlement Class Member Payments, all Settlement Administration Expenses, the Fee Award, and the Service Award.

1.34. “Settlement Website” means a website to be established by the Settlement Administrator, the URL for which to be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement Class Members with the ability to submit a Claim Form online.

1.35. “Settling Parties” means, collectively, Defendant and Representative Plaintiff, individually and on behalf of the Settlement Class and all Released Parties.

1.36. “Short Form Notice” means the short form notice of the Settlement Agreement, substantially in the form as shown in Exhibit B. The Short Form Notice will direct recipients to the Settlement Website and inform the Settlement Class of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Approval Hearing.

1.37. “Unknown Claims” means any of the Released Claims that Representative Plaintiff does not know or suspect to exist in his favor at the time of the release of the Released Parties that, if known by him, might have affected his settlement with, and release of, the Released Parties, or might have affected his decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiff expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, (or any similar, comparable, or equivalent provision of any federal, state or foreign law, or principle of common law which is similar, comparable, or equivalent to California Civil Code § 1542) which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Representative Plaintiff may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the facts underlying the Released Claims, but Representative Plaintiff expressly shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims on behalf of the Settlement Class. The Settling Parties Acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.38. “Valid Claims” means Claims that are timely and validly completed and approved by the Settlement Administrator or found to be valid through the claims processing and/or dispute resolution process.

## **II. SETTLEMENT RELIEF**

2.1. Settlement Class Members shall have until the Claims Deadline to submit a Claim Form. A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

2.2. Upon receipt of a Claim Form, the Settlement Administrator will determine whether: (a) the Claimant is a Settlement Class Member; (b) the Claimant has provided all information needed to complete a Claim Form; and (c) the Claimant has a Valid Claim.

2.3. Each Claimant with a Valid Claim shall be entitled to receive a Settlement Class Member Payment. All Settlement Class Member Payments shall be subject to the Settlement Benefit Cap of \$12,670,284. In the event that the total amount of Settlement Class Member Payments exceeds the Net Settlement Benefit Cap, all Settlement Class Member Payments shall each be reduced on a *pro rata* basis.

2.4. Each Claimant with a Valid Claim will receive his or her Settlement Class Member Payment via check or any form of electronic payment agreed upon by the Settling Parties. Checks

for Settlement Class Member Payments will be sent via U.S. mail to the Claimants who submitted a Valid Claim.

2.5. All Settlement Class Member Payments issued to Claimants via check will state on the face of the check that it will expire and become null and void unless cashed within 180 days after the date of issuance. Checks not cleared within 180 days after issuance will become ineligible to receive a Settlement Class Member Payment and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement to such Claimants. Unpaid funds from uncleared checks will revert back to Defendant.

2.6. The Settlement Administrator shall administer and calculate the Valid Claims submitted by Claimants. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel reports as to Claims, Valid Claims and distribution of Settlement Class Member Payments. Class Counsel and Defendant's Counsel have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate.

2.7. Claimants that submit a Valid Claim and receive a Settlement Class Member Payment shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on Settlement Class Member Payments. The Settling Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Representative Plaintiff or any Claimant of any payment or transfer made pursuant to this Settlement Agreement or derived from or made pursuant to the Settlement Fund.

### **III. RELEASES**

3.1. The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Civil Action and any and all Released Claims.

3.2. Upon the Effective Date, every Settlement Class Member, including Representative Plaintiff, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims.

### **IV. SETTLEMENT CLASS CERTIFICATION**

4.1. For purposes of this settlement only, the Settling Parties agree to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Civil Action shall proceed as though the Settlement Class had never been certified or settled, without prejudice to any Person's or Settling Party's position on the issue of class certification, claims, defenses, or any other issue.

## V. PRELIMINARY APPROVAL AND NOTICE OF FINAL APPROVAL HEARING

5.1. As soon as reasonably practical after the Settling Parties execute this Settlement Agreement, Representative Plaintiff, by and through Class Counsel, shall submit this Settlement Agreement to the Court and move the Court for entry of the Preliminary Approval Order in a form substantially similar to Exhibit D.

5.2. The motion for entry of the Preliminary Approval Order will request, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as counsel for the Settlement Class;
- d) appointment of Representative Plaintiff as the class representative for the Settlement Class;
- e) approval of the Short Form Notices to be sent to Settlement Class Members in a form substantially similar to the one attached as Exhibit B;
- f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit C, which, together with the Short Form Notice, shall include a fair summary of the Parties' respective litigation positions in the Civil Action, statements that the settlement and Notice are legitimate and that the Settlement Class Members are entitled to benefits under the settlement, the general terms of the settlement, instructions for how to object to or opt-out, instructions for the process and instructions for making Claims, and the date, time and place of the Final Approval Hearing;
- g) approval of the Claim Forms to be used by Settlement Class Members to make a claim in a form substantially similar to Exhibit A; and,
- h) appointment of the Settlement Administrator.

5.3. The Preliminary Approval Order shall also authorize the Settling Parties, without further approval from the Court, to agree to and adopt such amendments, modification and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the orders of the Court and terms of the Settlement Agreement, and do not limit or impair the rights of the Settlement Class. The Short Form Notices, Long Form Notice, and Claim Forms have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties before submission to the Court for approval.

## VI. CLASS NOTICE

6.1. After entry of the Preliminary Approval Order, notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Provision of Class Member Information:* No later than 14 days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name, last known physical address, and last known electronic mail (email) address of each Settlement Class Member for which Defendant has such information.
- b) *Settlement Website:* No later than 30 days after entry of the Preliminary Approval Order, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Short Form Notices; (ii) the Long Form Notice; (iii) the Claim Form; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall remain active for at least 180 days after the Effective Date.
- c) *Settlement Phone Line:* No later than 30 days after entry of the Preliminary Approval Order, the Settlement Administrator will establish a toll-free help line with an IVR system and a live call-back option for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion.
- d) *Defendant's Website:* No later than 30 days after entry of Preliminary Approval, Defendant will publish a link to the Settlement Website on the home page of <https://my.deltadentalcoversme.com/>. The link will be displayed in a location that is reasonably accessible and reasonably visible to website visitors and will remain displayed in such location until the Claims Deadline.
- e) *Direct Notice via Email:* No later than the Notice Date, for each Settlement Class Member for whom an email address is available, the Settlement Administrator shall send the Short Form Notice to the Settlement Class Member via email, and, thirty days prior to the Claims Deadline, the Settlement Administrator shall send a reminder notice by again sending the Short Form Notice via email (with minor, non-material modifications to indicate that it is a reminder email rather than the initial email).

- f) *Direct Notice via U.S. Mail:* The Settlement Administrator will send the Short Form Notice via U.S. Mail to the following Settlement Class Members at the following times: (a) for each Settlement Class Member for whom an email address is not available, but a physical address is available, the Settlement Administrator shall send the Short Form Notice to the Settlement Class Member via U.S. Mail no later than the Notice Date; and (b) for each Settlement Class Member for whom an email and physical address is available, but the Settlement Administrator receives notice that emails sent to the available email address are not deliverable (an “Email Non-Delivery Report”), the Settlement Administrator shall send the Short Form Notice to the Settlement Class Member via U.S. Mail as soon as reasonably practical after the Settlement Administrator receives the Email Non-Delivery Report. Before any mailing occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS. In the event that a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is invalid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice. In the event that subsequent to the first mailing of a Short Form Notice, and at least 14 days prior to the Claims Deadline, a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is invalid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven days of receiving such information. This shall be the final requirement for mailing.
- g) *Press Release:* No later than the Notice Date, the Settlement Administrator will issue an informational press release about the Settlement to PR Newswire. The press release will include a link to the Settlement Website and reference to the Settlement Phone Line. Defendant shall have a reasonable opportunity to review and propose revisions to the form and language contained in such press release.
- h) *Digital Publication:* No later than the Notice Date, the Settlement Administrator will begin publishing digital notice using targeted digital advertising, including on leading social media platforms and sponsored search listings, with a frequency and manner reasonably expected to reach at least 80% of the Settlement Class prior to the Claims Deadline. The digital notice will include a link to the Settlement Website. Defendant shall

have a reasonable opportunity to review and propose revisions to the form and language contained in such digital publication notices.

6.2. Contemporaneously with seeking Final Approval of the Settlement, Representative Plaintiff, by and through Class Counsel, shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with the notice provisions in Section 6.1.

## **VII. SETTLEMENT ADMINISTRATION**

7.1. The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement, including by providing notice to the Settlement Class consistent with Section 6 of this Settlement Agreement, processing Claim Forms in a rational, responsive, cost effective and timely manner, establishing an account for the administration of the Settlement Fund, and distributing the funds in the Settlement Funds pursuant to the terms of this Settlement Agreement and the orders of the Court.

7.2. Upon receipt of a Claim Form, the Settlement Administrator will determine whether: (a) the Claimant is a Settlement Class Member; (b) the Claimant has provided all information needed to complete the Claim Form; and (c) the Claimant has a Valid Claim.

7.3. In the exercise of its duties outlined in this Settlement Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Settling Parties or any Claimant.

7.4. The Settlement Administrator will provide each Claimant who submits a timely but invalid Claim Form notice of the Claim Form's deficiency and an opportunity to cure the deficiency within 21 days of the date such notice is provided.

7.5. The Settlement Administrator shall be obligated to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.

7.6. The Settlement Administrator will reject any claims postmarked or received through the Settlement Website after the Claims Deadline.

7.7. Defendant's Counsel and Class Counsel shall have the right to challenge the Settlement Administrator's acceptance or rejection of a Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed Claim Forms. If any party disagrees with the Settlement Administrator's determination, and the parties reach an impasse on resolving the disagreement, they shall have the right to contest the Settlement Administrator's decision by submitting the matter to the Court.

7.8. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's counsel upon request. The

Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning notice to the Settlement Class and the administration and implementation of the Settlement Agreement. The Settlement Administrator shall provide reports and other information to the Court as the Court may require. Should the Court request, the Settling Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Valid Claims. Without limiting the foregoing, the Settlement Administrator shall do the following: (a) forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement; (b) receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof; (c) provide weekly reports to Class Counsel and Defendant's Counsel, including, without limitation, reports regarding the number of Claim Forms received, the number of Valid Claims approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and (d) make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable request.

7.9. All Settlement Administration Expenses shall be paid by Defendant to the Settlement Fund.

## **VIII. OPT-OUT PROCEDURES**

8.1. Any Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent (an "Opt-Out Notice") to the designated address established by the Settlement Administrator no later than the Opt-Out Date, which is 60 days after the Notice Date. To be effective, the Opt-Out Notice must: (a) be sent to the designated address established by the Settlement Administrator; (b) provide the Settlement Class Member's name and address; (c) include the Settlement Class Member's signature and the name and number of the Civil Action; (d) include a clear and unambiguous statement that the Settlement Class Member wishes to be excluded from the Settlement Class for purposes of this Settlement Agreement; and (e) be postmarked or received no later than the Opt-Out Date, which is 60 days after the Notice Date. The Opt-Out Notice must be personally signed by the Person requesting exclusion, and so-called "mass" or "class" opt-outs shall not be allowed. An Opt-Out Notice that does not include all of this information, or that is sent to an address other than the designated address established by the Settlement Administrator, or that is not postmarked or received within the time period specified, shall be invalid, and the Person(s) serving such a request shall be a member of the Settlement Class and shall be bound by all of the terms of this Settlement Agreement, if approved.

8.2. All Settlement Class Members who submit valid and timely Opt-Out Notices, as set forth in ¶ 8.1 shall not receive any Settlement Class Member Payment and will not be bound by the terms of this Settlement Agreement, be entitled to relief under this Settlement Agreement, gain any rights by virtue of this Settlement Agreement, or be entitled to object to any aspect of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not

opt-out of the Settlement Class in the manner set forth in ¶ 8.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

8.3. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel a copy of all Opt-Out Notices within three days of receipt.

8.4. In conjunction with the motion for final approval, Class Counsel shall submit to the Court a list of the first and last name of all Persons who submitted a valid Opt-Out Notice.

## **IX. OBJECTION PROCEDURE**

9.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. 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 mailed, with a postmark date no later than the Opt-Out Deadline, to Defendant's Counsel and Class Counsel at the following addresses:

To Defendant's Counsel:

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

To Class Counsel:

Eric 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

The objector or his or her counsel may instead file an Objection with the Court through the Court's Odyssey system, with service on Class Counsel and Defendant's counsel, to be made through the Odyssey system. 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.

9.2. Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 9.1 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 Civil Action. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 9.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the applicable procedural rules and not through a collateral attack.

## **X. SETTLEMENT FUND**

10.1. The Settlement Administrator shall establish an account to be used to administer and distribute the Settlement Fund.

10.2. The Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement.

10.3. All taxes and tax-related expenses relating to the Settlement Fund shall be considered Settlement Administration Expenses and shall be timely paid by the Settlement Administrator out of the Settlement Fund, without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the parties, their counsel, and their insurers and reinsurers for taxes and tax-related expenses (including, without limitation, taxes payable by reason of any such indemnification payments).

10.4. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Settlement Agreement, upon request of any of the parties.

10.5. Within 7 days of the Preliminary Approval Order, the Settlement Administrator shall provide Defendant's Counsel and Class Counsel with a reasonable estimate of the Settlement Administration Expenses (the "Settlement Administration Estimate").

10.6. Within 30 days of Preliminary Approval, Defendant shall wire into the Settlement Fund an amount sufficient to pay the Settlement Administration Estimate.

10.7. Settlement Administration Expenses shall be paid to the Settlement Administrator out of the Settlement Fund. The Settlement Administrator shall, upon the approval of the parties, debit the Settlement Fund for earned Settlement Administration Expenses.

10.8. Within 7 days of the Effective Date, Defendant shall wire into the Settlement Fund an amount sufficient to pay (a) all Valid Claims submitted by Settlement Class Members; (b) any previously unpaid Settlement Administration Expenses; (c) the Fee Award; and (d) any service award to Representative Plaintiff approved by the Court. The Settlement Fund shall be funded up to the Settlement Benefit Cap, depending on the number of Valid Claims. Defendant shall have no obligation to make any payments into the Settlement Fund that exceed the amounts necessary to cover all Settlement Class Member Payments, all Settlement Administration Expenses, the Fee Award, and the Service Award.

10.9. As soon as reasonably practical after receipt of the wire from Defendant described in ¶ 10.8, the Settlement Administrator will: (a) pay all Settlement Class Member Payments, whether via mailed check or electronic distribution; and (b) wire the Fee Award and the Service Award to Class Counsel.

10.10. After the Settlement Administrator pays all Settlement Class Member Payments, the Settlement Administration Expenses, the Fee Award, and the Service Award, any excess amounts remaining in the Settlement Fund will revert to Defendant.

10.11. No Person shall have any claim against the Settlement Administrator, Defendant, Released Parties, Class Counsel, Representative Plaintiff, and/or Defendant's Counsel based on distributions of Settlement Class Member Payments to Settlement Class Members.

## **XI. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS**

11.1. The Settling Parties did not discuss payment of attorneys' fees, costs, expenses or service awards, as provided for in ¶ 11.2 and ¶ 11.3, until after they had agreed on the substantive terms of the Settlement.

11.2. Class Counsel may petition the Court for an award of attorneys' fees and costs, in an amount not to exceed \$2,500,000, to be paid from the Settlement Fund. If awarded by the Court, attorneys' fees, costs, and expenses shall be paid to Class Counsel within 21 days of the Effective Date.

11.3. Subject to Court approval, Defendant has agreed to not object to a request for a Service Award in the amount of \$3,000 to the Representative Plaintiff, to be paid from the Settlement Fund. If awarded by the Court, the Service Award shall be paid to Representative Plaintiff within 21 days of the Effective Date.

11.4. Any award of attorneys' fees, costs, expenses, and Service Award is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. These payments are not anticipated to reduce the total consideration being made available for Settlement Class Member Payments. No order of the Court,

or modification or reversal or appeal of any order of the Court, concerning the amount of any attorneys' fees, costs, expenses, and/or service awards shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

## **XII. FINAL APPROVAL**

12.1. After notice is given to the Settlement Class, and after the Opt-Out Date and Objection Date, Representative Plaintiff, by and through Class Counsel, shall file a motion for final approval of the Settlement and entry of a final Judgment.

12.2. The final Judgment will, among other things: (a) find that the Court has jurisdiction to approve the Settlement Agreement; (b) approve the Settlement as fair, reasonable, and adequate as to, and in the best interests of, Settlement Class Members; (c) find that the notice to the Settlement Class implemented through the Settlement Agreement is the best notice practicable under the circumstances, constitutes notice that is reasonably calculated to apprise the Settlement Class of the pendency of the Civil Action, their right to object to or exclude themselves from the proposed Settlement Agreement, and to appear at the Final Approval Hearing, constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and meets all applicable legal requirements; (d) find that the Representative Plaintiff and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Settlement Agreement; (e) dismiss the Civil Action with prejudice without fees or costs to any party except as provided in the Settlement Agreement; (f) incorporate the release as set forth in this Settlement Agreement and make the release effective as of the Effective Date; (g) without affecting the finality of the Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and Final Judgment; and (h) incorporate any other provisions that the Court deems necessary and just.

## **XIII. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

13.1. The Effective Date shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order;
- b) Defendant has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 13.2 or ¶ 13.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.12.

13.2. If all conditions specified in ¶ 13.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 13.4 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with the Settlement Agreement.

13.3. Within seven days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to Defendant's Counsel a complete list of all timely and valid requests for exclusion ("Opt-Out List"). If more than 5,000 Settlement Class Members submitted timely and valid Opt-Out Notices, Defendant shall have the option, but not the obligation, to terminate the Settlement Agreement. Defendant shall have fourteen (14) days from receipt of the Opt-Out List to terminate the Settlement Agreement based on the number of opt-outs.

13.4. In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Civil Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Civil Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, nunc pro tunc. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendant shall be obligated to pay amounts already billed or incurred for Settlement Administration Expenses and shall not, at any time, seek recovery of same from any other party to the Civil Action or from counsel to any other party to the Civil Action.

#### **XIV. MISCELLANEOUS PROVISIONS**

14.1. The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate and provide each other with information and discovery to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

14.2. The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Civil Action was brought or defended in bad faith or without a reasonable basis. It is agreed that no Settling Party shall have any liability to any other Settling Party as it relates to the Civil Action, except as set forth herein.

14.3. Neither this Settlement Agreement, the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the

settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Defendant; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or defense or counterclaim.

14.4. The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties and their counsel or their respective successors-in-interest.

14.5. This Settlement Agreement contains the entire understanding between Defendant and Representative Plaintiff regarding the settlement of the Civil Action and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendant and Representative Plaintiff in connection with the settlement of the Civil Action. Except as otherwise provided herein, each party shall bear its own costs.

14.6. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Representative Plaintiff to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

14.7. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so. Execution by electronic means is acceptable.

14.8. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

14.9. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

14.10. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute between the Settling Parties arising out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by Class Counsel and Defendant's Counsel. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction

over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with the settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose and any dispute between or among the Settlement Administrator and either or both of the Settling Parties.

14.11. As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

14.12. All dollar amounts are in United States dollars (USD).

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IT IS SO AGREED TO BY THE PARTIES AND PROPOSED CLASS COUNSEL:**

Dated: \_\_\_\_\_

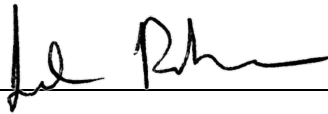
**MICHAEL FEELER**

By: \_\_\_\_\_

Michael Feeler, individually and as proposed representative of the Class

Dated: April 17, 2026

**WYSSTA SERVICES, INC.**

By:  \_\_\_\_\_

Name: Jed Roher

Title: Secretary

Dated: \_\_\_\_\_

**DWOSKIN WASDIN LLP**

By: \_\_\_\_\_

Eric S. Dvoskin

**IT IS SO AGREED TO BY THE PARTIES AND PROPOSED CLASS COUNSEL:**

Dated: 4/17/2026

**MICHAEL FEELER**

By:  Signed by:  
23714760B12446F...

Michael Feeler, individually and as proposed representative of the Class

Dated: \_\_\_\_\_

**WYSTA SERVICES, INC.**


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: 4/17/2026

**DWOSKIN WASDIN LLP**

By:  DocuSigned by:  
Eric Dvoskin  
A47751E1185E440...

Eric S. Dvoskin

## EXHIBIT A

\*8331600000000\*  
833160000000

Your claim must be submitted online or postmarked by: [DATE], 2026

**CLAIM FORM**

In the Circuit Court of Sangamon County, State of Illinois  
Michael Feeler v. Wyssta Services, Inc., Case No. 2026LA000050

X

**GENERAL INSTRUCTIONS**

If you held an account at my.deltadentalcoversme.com between January 23, 2021, and January 23, 2025, you may submit a claim for a Settlement Class Member Payment. Please refer to the Long Form Notice posted on the Settlement Website wysstaservicesclassaction.com for more information. Claim Forms must be submitted online at wysstaservicesclassaction.com by Month Day, 2026 or by mail, postmarked by Month Day, 2026.

**I. PAYMENT SELECTION**

If you submit a valid Claim Form by mail, you will receive a check mailed to the address you provide below. If you would like to elect to receive your payment electronically (by, for example, Zelle, Venmo, PayPal, or ACH), please visit the Settlement Website and timely file your Claim Form online. The Settlement Website includes a step-by-step guide for you to complete the electronic payment option.

**II. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION**

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name Last Name

Address 1

Address 2

City State Zip Code

Email Address: @

Telephone Number: ( ) -

Enter the Class Member ID number provided on your Email or Postcard Notice. If you did not receive an Email or Postcard Notice, please call the Settlement Administrator at (XXX) XXX-XXXX to obtain a Class Member ID prior to submitting your Claim Form.

Class Member ID:

**III. ATTESTATION & SIGNATURE**

I held an account at my.deltadentalcoversme.com between January 23, 2021, and January 23, 2025.

I swear and affirm under the laws of my state that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature Date (MM/DD/YYYY)

Print Name

\*8331600000000\*

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Page 1 of 2

**Reminder:** If your address changes or you need to make a future correction/update to the address you provide on this Claim Form, please visit the “Contact Us” section of the Settlement Website at [wysstaservicesclassaction.com](http://wysstaservicesclassaction.com) and provide your updated address information. Make sure to include your Class Member ID and your telephone number in case we need to contact you to complete your request. For more information, visit the Settlement Website or call the Settlement Administrator at **(XXX) XXX-XXXX**.

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\*Page 2 of 2\*

Page 2 of 2

## EXHIBIT B

**EMAIL NOTICE**

To:  
From: Settlement Administrator  
Subject: Legal Notice of Class Action Settlement for Delta Dental Plan Members

**NOTICE OF CLASS ACTION SETTLEMENT**

*In the Circuit Court for Sangamon County, State of Illinois  
Michael Feeler v. Wyssta Services, Inc., Case No. 2026LA000050*

**Did you hold an account at my.deltadentalcoversme.com between January 23, 2021, and January 23, 2025?  
You may be eligible for a cash payment from a class action settlement.**

*A state court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

**Class Member ID:** <<RefNum>>

<<First Name>> <<Last Name>>

A Settlement has been reached with Wyssta Services, Inc. (the “Defendant” or “Wyssta”) in a class action lawsuit about whether Wyssta violated the Electronic Communications Privacy Act and Illinois Eavesdropping Statute when it allegedly installed and implemented advertising and analytics tracking technologies, such as cookies and pixels, on a website Wyssta operates for Delta Dental plan members, my.deltadentalcoversme.com, without users’ knowledge or consent. Wyssta denies all of these claims and maintains that it did not do anything wrong and has entered into this Settlement to avoid the costs and risks, disruptions, and uncertainties of ongoing litigation.

**Am I included?** You are receiving this Notice because Wyssta’s records indicate you are included in the Settlement Class. The Settlement Class consists 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>.

**What does the Settlement provide?** If approved by the Court, the Defendant has agreed to pay up to approximately \$12,670,284 as a Settlement Fund. The Settlement Fund will be used to pay up to \$16.50 to each Settlement Class Member who submits a valid Claim Form, Notice and Settlement Administration Costs, attorneys’ fees, costs, and expenses incurred by Class Counsel, and a Service Award for the Representative Plaintiff who filed the lawsuit on behalf of the Settlement Class, as approved by the Court. The Settlement Administrator will make Settlement Class Member Payments pursuant to the Settlement Agreement.

Each Settlement Class Member who submits a valid Claim Form will be entitled to a \$16.50 cash payment, unless the number of Valid Claims exceeds the balance of the Settlement Fund after payment of the above costs, fees, and award (the “Net Settlement Benefit Cap”), in which case the amount of each Settlement Class Member Payment will be reduced *pro rata* (proportionally).

**How do I get the Settlement benefits?** You must file a valid Claim Form online at [wysstaservicesclassaction.com](https://wysstaservicesclassaction.com) or print a Claim Form from the Settlement Website and mail it to the address on the form by **[Month, day], 2026**.

**What are my other options?** If you do nothing, you will not receive a Settlement Class Member Payment, you will remain a member of the Settlement Class, and you will give up your rights to sue the Defendant for the claims resolved by this Settlement. If you do not want a Settlement Class Member Payment but you want to keep your right to sue the Defendant for the claims resolved by this Settlement, you must opt out of the Settlement. If you do not opt out of the Settlement, you may object to it and ask the Court for permission to speak at the Final Approval Hearing. The deadline to opt out of the Settlement or object to it is **[Month, day], 2026**.

**The Court’s Final Approval Hearing.** The Court will hold a hearing on **[Month, day], 2026** to decide whether to approve the Settlement, up to \$2,500,000 of the Settlement Fund in attorneys’ fees, costs, and expenses to Class Counsel, and a \$3,000 Service Award to the Representative Plaintiff who filed the lawsuit on behalf of the Settlement Class. If approved, these amounts will be deducted from the Settlement Fund before making payments

to Settlement Class Members who submit valid Claim Forms. You or your lawyer may attend the hearing at your own expense.

**Want more information?** Visit [wysstaservicesclassaction.com](https://wysstaservicesclassaction.com) for complete details about the Settlement and how to act on your rights and options. You may also call (XXX) XXX-XXXX for more information.

**POSTCARD NOTICE**

Michael Feeler v. Wyssta Services, Inc.  
c/o Kroll Settlement Administration LLC  
P.O. Box 225391  
New York, NY 10150-5391

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

**ELECTRONIC SERVICE REQUESTED**

NOTICE OF CLASS ACTION  
SETTLEMENT

**Did you hold an account at  
my.deltadentalcoversme.com  
between January 23, 2021,  
and January 23, 2025? You  
may be eligible for a cash  
payment from a class action  
settlement.**

**wysstaservicesclassaction.com**

<<Refnum Barcode>>

**Class Member ID:** <<Refnum>>

**Postal Service: Please do not mark or cover**

<<FirstName>> <<LastName>>

<<BusinessName>>

<<Address>>

<<Address2>>

<<City>>, <<ST>> <<Zip>>-<<zip4>>

<<Country>>

(front)

A Settlement has been reached with Wyssta Services, Inc. (the “Defendant” or “Wyssta”) in a class action lawsuit about whether Wyssta violated the Electronic Communications Privacy Act and Illinois Eavesdropping Statute when it allegedly installed and implemented advertising and analytics tracking technologies, such as cookies and pixels, on a website Wyssta operates for Delta Dental plan members, my.deltadentalcoversme.com, without users’ knowledge or consent. Wyssta denies all Plaintiffs’ claims and maintains that it did not do anything wrong.

**Am I included?** You are receiving this Notice because Wyssta’s records indicate you are included in the Settlement Class. The Settlement Class consists 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>

**What does the Settlement provide?** If approved by the Court, the Defendant has agreed to pay up to approximately \$12,670,284 as a Settlement Fund. The Settlement Fund will be used to pay up to \$16.50 to each Settlement Class Member who submits a valid Claim Form, Notice and Settlement Administration Costs, attorneys’ fees, costs, and expenses incurred by Class Counsel, and a Service Award for the Representative Plaintiff, as approved by the Court. The Settlement Administrator will make Settlement Class Member Payments pursuant to the Settlement Agreement. Each Settlement Class Member who submits a valid Claim Form will be entitled to a \$16.50 cash payment, unless the number of Valid Claims exceeds the balance of the Settlement Fund after payment of the above costs, fees, and award (the “Net Settlement Benefit Cap”), in which case the amount of each Settlement Class Member Payment will be reduced *pro rata* (proportionally).

**How do I get Settlement benefits?** You must file a Claim Form online at [wysstaservicesclassaction.com](https://wysstaservicesclassaction.com) or print a Claim Form from the Settlement Website and mail it to the address on the form by **[Month, day], 2026**.

**What are my other options?** If you do nothing, you will not receive a Settlement Class Member Payment, you will remain a member of the Settlement Class, and you will give up your rights to sue the Defendant for the claims resolved by this Settlement. If you do not want a Settlement Class Member Payment but you want to keep your right to sue the Defendant for the claims resolved by this Settlement, you must opt out of the Settlement. If you do not opt out of the Settlement, you may object to it and ask the Court for permission to speak at the Final Approval Hearing. The last date to opt out of the Settlement or object to it is **[Month, day], 2026**.

**The Court’s Final Approval Hearing.** The Court will hold a hearing on **[Month, day], 2026** to decide whether to approve the Settlement, up to \$2,500,000 of the Settlement Fund in attorneys’ fees, costs, and expenses to Class Counsel, and a \$3,000 Service Award to the Representative Plaintiff who filed the lawsuit on behalf of the Settlement Class. If approved, these amounts will be deducted from the Settlement Fund of up to \$12,670,284 before making payments to Settlement Class Members who submit valid Claim Forms. You or your lawyer may attend the hearing at your own expense.

**Want more information?** Visit [wysstaservicesclassaction.com](https://wysstaservicesclassaction.com) for complete details about the Settlement and how to act on your rights and options. You may also call (XXX) XXX-XXXX for more information.

(back)

## EXHIBIT C

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

In the Circuit Court of Sangamon County, State of Illinois  
*Michael Feeler v. Wyssta Services, Inc.*, Case No. 2026LA000050

**Did you hold an account at my.deltadentalcoversme.com between January 23, 2021, and January 23, 2025? A proposed class action settlement may affect your rights and entitle you to a cash payment.**

*A state court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached with Wyssta Services, Inc. (the “Defendant” or “Wyssta”) in a class action lawsuit about whether Wyssta violated the Electronic Communications Privacy Act and Illinois Eavesdropping Statute when it allegedly installed and implemented advertising and analytics tracking technologies, such as cookies and pixels, on a website Wyssta operates for Delta Dental plan members, my.deltadentalcoversme.com, without users’ knowledge or consent.
- The lawsuit is captioned *Michael Feeler v. Wyssta Services, Inc.*, Case No. 2026LA000050 (Circuit Court of Sangamon County, State of Illinois).
- The Defendant denies the allegations and all liability or wrongdoing with respect to any and all facts and claims alleged in the lawsuit. No judgment or determination of wrongdoing has been made.
- The parties have agreed to settle the lawsuit (the “Settlement”) to avoid the costs and risks, disruptions, and uncertainties of continuing the lawsuit.
- You are included in this Settlement if you are a Settlement Class Member. A Settlement Class Member is a natural person 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>.
- As a Settlement Class Member, your rights are affected whether you act or don’t act. ***Please read this Notice carefully and completely.***

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM FORM</b>	The only way to receive payment from this Settlement is by submitting a valid and timely Claim Form. You can submit your Claim Form online at <a href="https://wysstaservicesclassaction.com">wysstaservicesclassaction.com</a> or print a Claim Form from the Settlement Website and mail it to the Settlement Administrator.	<b>[Month, Day], 2026</b>
<b>OPT OUT OF THE SETTLEMENT</b>	You can choose to opt out of the Settlement. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement. You can elect to retain your own legal counsel at your own expense. If you opt out, you will not be able to receive a payment under the Settlement and you will <u>not</u> be bound by the terms of the Settlement Agreement.	<b>[Month, Day], 2026</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not opt out of the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement. You may also ask the Court for permission to speak about your Objection at the Final Approval Hearing. If you object, you may also submit a Claim Form.	<b>[Month, Day], 2026</b>
<b>DO NOTHING</b>	Unless you opt out of the Settlement, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendant related to the legal claims resolved by this Settlement.	No Deadline

- 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.

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## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

A Court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant Final Approval of the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The lawsuit is captioned *Michael Feeler v. Wyssta Services, Inc.*, Case No. 2026LA000050 (Circuit Court of Sangamon County, State of Illinois). The person that filed this lawsuit is called the “Plaintiff” (or “Representative Plaintiff”) and the company he sued, Wyssta Services, Inc. (Wyssta), is called the “Defendant.”

### **2. What is this lawsuit about?**

This lawsuit alleges that Wyssta violated the Electronic Communications Privacy Act and the Illinois Eavesdropping Statute when Wyssta allegedly installed and implemented advertising and analytics tracking technologies, such as cookies and pixels, on a website it operates for Delta Dental plan members, [my.deltadentalcoversme.com](https://my.deltadentalcoversme.com), without users knowledge or consent—including on the portion of the website that Delta Dental plan members used to log into using their Delta Dental credentials between January 23, 2021 and January 23, 2025.

Wyssta denies all of the Plaintiffs’ claims and maintains that it did not do anything wrong. Wyssta has agreed to this Settlement to avoid the costs and risks, disruptions, and uncertainties of ongoing litigation.

### **3. What is a class action?**

In a class action, one or more individuals sue on behalf of other people with similar claims. These individuals who sue are known as “Class Representatives,” Representative Plaintiffs, or Plaintiffs. Together, the people included in the class action are called a “Settlement Class” or “Settlement Class Members.” One court resolves the lawsuit for all Settlement Class Members, except for those who exclude themselves (sometimes called, “opting out”) from a settlement. In this Settlement, the Representative Plaintiff is Michael Feeler.

### **4. Why is there a Settlement?**

The Court did not decide in favor of the Plaintiff or Wyssta. Wyssta denies all claims and contends that it has not violated any laws. The Plaintiff and Wyssta agreed to a Settlement to avoid the costs and risks of a trial and, through the Settlement, Settlement Class Members are eligible to Settlement Class Member Payments. The Plaintiff and his attorneys, who also represent Settlement Class Members as “Class Counsel,” think the Settlement is best for all Settlement Class Members.

## **WHO IS IN THE SETTLEMENT?**

### **5. Who is included in the Settlement?**

The Settlement Class consists 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>.

### **6. Are there exceptions to being included?**

Yes. Excluded from the Settlement Class are: (1) Defendant and its respective officers and directors; (2) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (3) the Judge and Magistrate Judge, including their staff and immediate members of the Judge’s family, assigned to evaluate the fairness of this Settlement; and (4) Class Counsel.

## **THE SETTLEMENT BENEFITS**

### **7. What can I get from this Settlement?**

If approved by the Court, the Defendant has agreed to pay up to approximately \$12,670,284 as a Settlement Fund. The Settlement Fund will be used to pay up to \$16.50 to each Settlement Class Member who submits a valid Claim Form, as well as Notice and Settlement Administration Costs, attorneys' fees, costs, and expenses incurred by Class Counsel, and a Service Award for the Representative Plaintiff who filed the lawsuit on behalf of the class, as approved by the Court. The Settlement Administrator will make Settlement Class Member Payments pursuant to the Settlement Agreement.

Each Settlement Class Member who submits a valid Claim Form will be entitled to a \$16.50 cash payment, unless the number of Valid Claims exceeds the balance of the Settlement Fund after payment of the above costs, fees, and award (the "Net Settlement Benefit Cap"), in which case the amount of each Settlement Class Member Payment will be reduced *pro rata* (proportionally).

### **8. What claims am I releasing if I stay in the Settlement Class?**

Unless you opt out of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Defendant or Released Parties about any of the legal claims this Settlement resolves. The "Releases" section in the Settlement Agreement describes the legal claims that you give up if you remain in the Settlement Class. The Settlement Agreement can be found at [wysstaservicesclassaction.com](https://wysstaservicesclassaction.com).

## **HOW TO GET A PAYMENT – MAKING A CLAIM**

### **9. How do I submit a Claim Form to get a Settlement Class Member Payment?**

Claim Forms may be submitted online by **[Month, day], 2026** at [wysstaservicesclassaction.com](https://wysstaservicesclassaction.com) or mailed to the Settlement Administrator, postmarked by **[Month, day], 2026**, at: *Feeler v. Wyssta Services, Inc.*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391.

### **10. What is the deadline for submitting a Claim Form?**

If submitting a Claim Form online, you must do so by **[Month, day], 2026**. If you submit a Claim Form by U.S. mail, the completed and signed Claim Form must be postmarked by **[Month, day], 2026**.

### **11. When will I get my Settlement Class Member Payment?**

The short answer is – after the Settlement is "finally approved" and challenges, if any, to that approval are finally resolved. The Court is scheduled to hold a Final Approval Hearing on **[Month, day], 2026, at [TIME] CST**, to decide whether to approve the Settlement, the attorneys' fees, costs, and expenses for Class Counsel for representing the Settlement Class, and the Service Award to the Representative Plaintiff who brought this action on behalf of the Settlement Class.

If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Settlement Class Member Payments will be distributed as soon as possible, if and when the Court grants final approval of the Settlement and after any appeals are resolved.

## **THE LAWYERS REPRESENTING YOU**

### **12. Do I have a lawyer in this case?**

Yes. The Court appointed Eric S. Dvoskin and Nicholas F. Wasdin of Dvoskin Wasdin LLP to represent you and other members of the Settlement Class as Class Counsel. You will not be charged directly for these lawyers; instead, they will receive compensation from the Settlement Fund (subject to Court approval).

If you want to be represented by your own lawyer, you may hire one at your own expense.

### 13. Should I get my own lawyer?

It is not necessary for you to hire your own lawyer because Class Counsel works for you. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel will request payment of attorneys' fees and costs not to exceed \$2,500,000 (approximately 19.74% of the Settlement Benefit Cap), and a Service Award of \$3,000 for the named Representative Plaintiff.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 15. How do I opt out of the Settlement?

If you do not want to receive a Settlement Class Member Payment, and you want to keep your right to separately sue the Defendant about the legal issues in this case, you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The Opt-Out Date to submit a request for exclusion from the Settlement is **[Month, day], 2026**.

To exclude yourself from the Settlement, you must submit a written Opt-Out Notice to the Settlement Administrator that includes the following information:

- The case name and number: *Michael Feeler v. Wyssta Services, Inc.*, Case No. 2026LA000050;
- Your name and address;
- A clear and unambiguous statement indicating that you want to opt out of the Settlement Class, such as, "I wish to be excluded from the Settlement Class in Michael Feeler v. Wyssta Services, Inc., Case No. 2026LA000050"; and
- Your signature.

Your Opt-Out Notice must be mailed to the Settlement Administrator at the address below, postmarked no later than **[Month, day], 2026**.

*Feeler v. Wyssta Services, Inc.*  
c/o Kroll Settlement Administration  
ATTN: Opt-Out Notice  
P.O. Box 225391  
New York, NY 10150-5391

If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You may only exclude yourself – not any other person.

## OBJECTING TO THE SETTLEMENT

### 16. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can choose (but are not required) to object to the Settlement if you do not like it or a portion of it, whether that be to the Settlement Class Member benefits, the request for attorneys' fees, costs, and expenses or Service Award payment, the releases provided to Wyssta, or some other aspect of the Settlement. Through an Objection, you give reasons why you think the Court should not approve the Settlement.

For an Objection to be considered by the Court, it must include:

- Your full name, current mailing address, telephone number, and email address;
- Proof that you are a member of the Settlement Class (e.g., a copy of your Notice or an attestation of membership);

- A statement of whether you object to the Settlement, in whole or in part (i.e., the entire Settlement or just a portion of it);
- A statement of the legal and factual basis for your Objection;
- Copies of any documents that you wish to submit in support of your position;
- The identity of all counsel representing you in connection with the Objection, if any;
- A list, including case name, court, and docket number, of all other cases you and/or your counsel have filed an objection to any proposed class action settlement in the past three (3) years;
- A statement whether you and/or your counsel will appear at the Final Approval Hearing; and
- Your original signature and the signature of your duly authorized attorneys or representative.

Objections must be filed with the Court no later than **[Month, day], 2026** or mailed to Class Counsel and Defendant’s Counsel postmarked no later than **[Month, day], 2026**.

COURT	CLASS COUNSEL	DEFENDANT’S COUNSEL
Clerk of the Court 200 South Ninth Street Springfield, IL 62701	Eric S. Dvoskin, Esq. Dvoskin Wasdin LLP 433 Plaza Real, Ste. 275 Boca Raton, FL 33432 —and— Nicholas F. Wasdin, Esq. Dvoskin Wasdin LLP 110 N. Wacker, Ste. 2500 Chicago, IL 60606	Jad Sheikali Shook, Hardy & Bacon LLP 111 South Wacker Dr., Ste. 4700 Chicago, IL 60606

**17. What is the difference between objecting and opting out?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement means telling the Court you do not want to be part of the Settlement. If you exclude yourself/opt out of the Settlement, you cannot object to it because the Settlement no longer affects you.

**THE COURT’S FINAL APPROVAL HEARING**

**18. When is the Court’s Final Approval Hearing?**

The Court is scheduled to hold a Final Approval Hearing on **[Month, day], 2026, at [time] CST**, in **[HEARING LOCATION]**, to decide whether to approve the Settlement, attorneys’ fees, costs, and expenses to award to Class Counsel for representing the Settlement Class, and whether to award a Service Award to the Class Representative who brought this action on behalf of the Settlement Class. The date and time of this hearing may change without further notice. Please check **wysstaservicesclassaction.com** for updates.

**19. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense. If you file an Objection, you may, but you do not have to come to the Final Approval Hearing to talk about it. If you file your written Objection on time and in accordance with the requirements above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## IF YOU DO NOTHING

### 20. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will give up your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against the Defendant and the Released Parties, as defined in the Settlement Agreement, about the legal issues resolved by this Settlement. In addition, you will be bound by the Releases in the Settlement and will not be eligible to receive a Settlement Class Member Payment.

## GETTING MORE INFORMATION

### 21. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at the Settlement Website, [wysstaservicesclassaction.com](http://wysstaservicesclassaction.com).

If you have additional questions or need to update your address, you may contact the Settlement Administrator by phone at (XXX) XXX-XXXX or by mail at *Feeler v. Wyssta Services Inc.*, c/o Kroll Settlement Administration LLC, P.O. Box 225391, New York, NY 10150-5391.

**PLEASE DO NOT CONTACT THE COURT OR DEFENDANT.**

## EXHIBIT D

**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

**[PROPOSED] 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 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. Dwoskin and Nicholas F. Wasdin of Dwoskin 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 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 \_\_\_\_\_ at \_\_\_\_\_ in the Circuit Court of Sangamon County, Illinois before Hon. Judge Gail Noll (Zoom ID: \_\_\_\_\_; Passcode: \_\_\_\_\_) (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:

<b>Event</b>	<b>Relative Time</b>	<b>Date</b>
Defendant to provide class information list to the Settlement Administrator	14 Days after Preliminary Approval Order	
Notice Date	45 days after Preliminary Approval Order	
Objection and Opt-Out Deadline	60 days after Notice Date	
Claims Deadline	60 Days after Notice Date	
Fee Petition	14 days before Final Approval Hearing	
Final Approval Motion	14 days before Final Approval Hearing	
Final Approval Hearing		

**Approved and So Ordered:**

\_\_\_\_\_  
 Gail Noll  
 Circuit Judge

## EXHIBIT E

**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

**[PROPOSED] FINAL ORDER AND JUDGMENT**

*WHEREAS*, a class action is pending before the Court entitled *Feeler v. Wyssta Services, Inc.*, No. 2026LA000050; and

WHEREAS, Plaintiff Michael Feeler individually and on behalf of all others similarly situated and Defendant Wyssta Services, Inc. have entered into a Class Action Settlement Agreement,<sup>1</sup> which, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Civil Action with prejudice as to Defendant upon the terms and conditions set forth therein; and

WHEREAS, on \_\_\_\_\_, the Court granted Plaintiff's Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Class pursuant to 735 ILCS 5/2-801 with a class definition 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>.

and;

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<sup>1</sup> Capitalized terms used in this Order and otherwise not defined shall have the meaning assigned to such terms by the Settlement Agreement.

WHEREAS, the Court has considered the Parties' Settlement Agreement, as well as Plaintiff's Motion and Memorandum in Support of Final Approval of Class Action Settlement, Plaintiff's Motion and Memorandum in Support of Final Approval of Plaintiff's Service Award and Payment of Attorneys' Fees and Costs, together with all declarations and exhibits thereto, the arguments and authorities presented by the Parties and their counsel, and the record in the Civil Action, and upon good cause appearing;

**IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:**

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Parties' Class Action Settlement Agreement and Release.

2. This Court has jurisdiction over the subject matter of the Civil Action and over all Parties to the Civil Action, including all Settlement Class Members.

3. The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval fully complied with the requirements of due process and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Civil Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.

4. This Court now gives final approval to the Settlement Agreement and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties. The Court finds that the consideration to be paid to members of the Settlement Class is reasonable and in the best interests of the Settlement Class, considering the total value of their claims compared to (i) the disputed factual and legal circumstances of the Civil Action, (ii) defenses that may be asserted in

the Civil Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits (and possibility of appeals). The complex legal and factual posture of this case, the discovery exchanged, and the fact that the Settlement is the result of arms'-length negotiations between the Parties support this finding. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in the reaching of the Settlement Agreement, implicit or otherwise.

5. The Court has specifically considered the factors relevant to class action settlement approval.

6. The Court finds that the Representative Plaintiff and Class Counsel, Dwoskin Wasdin LLP, adequately represented the Settlement Class for the purposes of litigating this Civil Action and entering into and implementing the Settlement Agreement.

7. Accordingly, the Settlement is hereby finally approved in all respects.

8. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final Judgment in full and shall have the full force of an Order of this Court.

9. There were \_\_\_\_\_ objections to the Settlement Agreement and there were \_\_\_\_\_ requests for exclusion, identified in the Declaration of \_\_\_ Kroll, Regarding Notice and Settlement Administration.

10. This Court hereby dismisses the Civil Action, on the merits and with prejudice. Representative Plaintiff and each and every member of the Settlement Class who did not opt out of the Settlement Class (whether or not such members submitted claims) shall be deemed to have released Defendant and the Released Parties of any and all claims through the Effective Date based on the alleged disclosure, use, interception or transfer of information through tracking or analytics

tools, code, cookies or pixels operating on the website [deltadentalcoversme.com](https://my.deltadentalcoversme.com) and any associated sub-domains, including without limitation the website located at: <https://my.deltadentalcoversme.com>.

11. Upon the Effective Date of this Final Order and Judgment the above release of claims and the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Representative Plaintiff and all other Settlement Class Members and Releasing Parties. All Settlement Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on any of the Released Claims.

12. The Court has also considered Plaintiff's Unopposed Motion and Memorandum in Support of Final Approval of Plaintiff's Service Awards and Payment of Attorneys' Fees and Costs and adjudges that the payment of attorneys' fees, costs, and expenses as requested is reasonable. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

13. Further, the Court has also considered Plaintiff's request for service awards to the Representative Plaintiff. The Court adjudges that the payment of service awards in the amount of \$3,000 to him for his efforts and commitment on behalf of the Settlement Class is fair, reasonable, and justified under the circumstances of this case. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

14. The Parties, without further approval from the Court, are hereby permitted to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are

consistent in all material respects with this Final Judgment and do not limit the rights of Settlement Class Members.

15. This Court hereby directs entry of this Final Judgment based upon the Court's finding that there is no just reason for delay of enforcement or appeal of this Final Judgment.

16. The Clerk of the Court is directed to close this matter.

**IT IS SO ORDERED.**

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Gail Noll  
Circuit Judge

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