

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

AMY DONNELLY, ET AL., *individually and
on behalf of all others similarly situated,*

Plaintiffs,

v.

ASPEN DENTAL MANAGEMENT, INC.

Defendant.

Case No. 2025LA000036

FILED

JUN 17 2025

Joseph B. Poeschl ²
Clerk of the
Circuit Court

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, the Court having reviewed in detail and considered the Motion and Memorandum in support of the Motion, the Class Action Settlement Agreement between Plaintiffs Amy Donnelly, Rhonda Gibson, Ella Williams, Merisha Harvey, Serge Belozarov, Courtney Clark, Kristin Fasano, Caitlin McDaniel, Ashley O'Neil, Alexander Harris, and Crystal Arter (collectively, "Representative Plaintiffs"), and Aspen Dental Management, Inc. ("Aspen Dental" or "Defendant"), 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 in the Class Action 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 between the Parties, who were represented by experienced counsel, and engaged experienced mediator Martin F. Scheinman, Esq. of Scheinman Arbitration & Mediation Services.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under 735 ILCS 5/2-801 – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to 735 ILCS 5/2-801, and for the purposes of settlement only, the following Settlement Class:

The Settlement Class:

All Persons from February 20, 2022 through January 1, 2025 who made an appointment on www.aspendental.com or subdomain thereof.

The Settlement Class specifically excludes: (a) Defendant and its respective officers and directors; (b) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; and (c) the Judge and/or magistrate assigned to evaluate the fairness of this settlement.

5. For settlement purposes only, Representative Plaintiffs are designated and appointed as Settlement Class Representatives.

6. For settlement purposes only, the following counsel are designated and appointed as Class Counsel: Brandon M. Wise of Peiffer Wolf Carr Kane Conway & Wise LLP and David S. Almeida of Almeida Law Group.

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. 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 that they meet the requirements of 735 ILCS 5/2-803 and satisfy due process.

9. 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, where Settlement Class Members are prior users of Defendant's website, 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.

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

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

12. 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.

13. 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 if, on or before the Objection/Exclusion Deadline of 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.

14. 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.

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

16. 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 17 of this Preliminary Approval Order, with the Clerk of the Court, and serving such document upon Class Counsel, Defendant’s Counsel, and the Settlement Administrator no later than 60 days after the Notice Date.

17. Any Settlement Class Member who intends to object to the Settlement must include in any such objection: (a) the objector's full name and address; (b) the case name and docket number; (c) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (d) the identity of any and all counsel representing the objector in connection with the objection; (e) a statement whether the objector and/or his or her counsel will appear at the Final Approval Hearing; and (f) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date, to Defendant's Counsel and Class Counsel

If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing at his/her own expense, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

18. 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 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.

19. 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.

20. The Final Approval Hearing shall be held before the Court on October 20, 2025 at 9:30 a.m. in the Circuit Court of Sangamon County, Illinois before Hon. Judge Gail L. Noll (Zoom ID: 2697398957; Passcode: 903784) (or at such other time and location as the Court may without further notice direct, or if there are no objections, the hearing may be stricken from the calendar) for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;

(b) to determine whether the Settlement Agreement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the final order as provided under the Settlement Agreement should be entered including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;

(d) to consider the application for attorneys' fees and litigation costs for Class Counsel;

(e) to consider the application for a Service Award to the Representative Plaintiffs; and

(f) to rule upon such other matters as the Court may deem appropriate.

21. Class Counsel shall file papers in support of their requested attorneys' fees and

reimbursement of litigation costs, and Representative Plaintiffs' Service Awards with the Court at least fourteen (14) days prior to the Final Approval Hearing.

22. 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.

23. 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.

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

25. 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.

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

27. 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.

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

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

Event	Relative Time	Date
Defendant to provide Class List	14 Days after Preliminary Approval Order	July 1, 2025
Notice Commencement Date	30 days after Preliminary Approval Order	July 17, 2025
Objection/Exclusion Deadline	60 days after Notice Date	September 15, 2025
Claim Form Submission Deadline	60 Days after Notice Date	September 15, 2025
Fee Petition	14 days before Final Approval Hearing	October 10, 2025
Final Approval Motion	14 days before Final Approval Hearing	October 10, 2025
Final Approval Hearing	120 days after Preliminary Approval Order	October 20, 2025 at 9:30 a.m.

Approved and so ordered.

6-17-2025



Circuit Judge