

**IN THE
CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

JONATHAN SMITH, JOSEPH ROGERS,)	
TAYLOR ARMIGER and RAMSEY)	
GARDNER, individually and on behalf of)	
themselves and all others similarly situated,)	Case No.: 2023-CH-09225
)	
Plaintiffs,)	
)	
v.)	
)	
ASSURANCE IQ, LLC,)	
)	
Defendant.)	

PRELIMINARY APPROVAL ORDER

This matter coming to be heard on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Motion”) and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises, IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Preliminary Approval Order shall have the same meaning as ascribed to them in the Settlement Agreement between Jonathan Smith, Joseph Rogers, Taylor Armiger and Ramsey Gardner (“Plaintiffs”) and Assurance IQ, LLC (“Defendant”).
2. This Court has jurisdiction over the subject matter of the Litigation and personal jurisdiction over all Parties to the Litigation, including all Class Members.
3. The Court has conducted a preliminary assessment of the fairness, reasonableness, and adequacy of the Agreement and hereby finds that the Settlement falls within the range of reasonableness meriting possible final approval. The Court therefore preliminarily approves the

proposed Settlement as set forth in the Settlement Agreement.

4. The Court has read and considered the papers filed in support of this Motion for Preliminary Approval, including the Settlement Agreement and exhibits thereto and supporting declarations.

5. The Website Notice, Postcard Notice and Claim Form (all attached to the Settlement Agreement), and their manner of transmission, comply with due process because the notices and forms are reasonably calculated to adequately apprise class members of (i) the pending lawsuit, (ii) the proposed settlement, and (iii) their rights, including the right to either participate in the settlement, exclude themselves from the settlement, or object to the settlement.

6. For settlement purposes only, the Court makes the following findings:

A. the Class is so numerous that joinder of all Class Members is impracticable;

B. Plaintiffs' claims are typical of the Settlement Class's claims;

C. there are questions of law and fact common to the Settlement Class which predominate over any questions affecting only individual Settlement Class Members;

D. the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and

E. class certification is superior to other available methods for the fair and efficient adjudication of the controversy.

IT IS ORDERED THAT:

7. **Settlement Approval.** Pursuant to 735 ILCS 5/2-806 and based on the papers filed with the Court, the Court now gives preliminary approval to the Settlement and finds preliminarily that the Settlement Agreement is fair, adequate, reasonable, and in the best interests of the

Settlement Class, when considering, in their totality, the strength of Plaintiffs' case balanced against the money and relief offered in the Settlement; Defendant's ability to pay; the complexity, length, and expense of further litigation; the lack of collusion in reaching the Settlement; the opinion of competent counsel; the stage of proceedings and amount of discovery completed, the complex legal and factual posture of the Litigation, and the fact that the Settlement Agreement is the result of arms-length negotiations, including negotiations presided over by a neutral mediator. The Settlement Agreement, including the Website Notice, Postcard Notice, and Claim Form attached to the Settlement Agreement are preliminarily approved. The proposed form and method for notifying the Settlement Class of the settlement and its terms and conditions meet the requirements of due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice plan is clearly designed to advise the Settlement Class of their rights.

8. **Appointment of the Settlement Administrator and the Provision of Class Notice.** Krill, LLC is appointed as the Settlement Administrator. The Settlement Administrator will notify Class Members of the Settlement in the manner specified under Sections 6 and 7 of the Settlement Agreement.

9. **Claim for a Settlement Award.** Class Members who want to receive an award under the Settlement Agreement must accurately complete and deliver a Claim Form to the Settlement Administrator no later than seventy-five calendar days after the entry of this Order.

10. **Objection to Settlement.** Any Class Member who has not submitted a timely written exclusion request and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, Plaintiff's request for attorneys' fees, costs, and expenses, or Plaintiffs' request for incentive awards must file a written objection with the Clerk of the Court with copies to Class Counsel and counsel for Defendant no later than seventy-five calendar days after the entry of this Order. Written objections must: (a) clearly identify the case name and number – "*Smith, et. al. v. Assurance IQ LLC, 2023-CH-092252 (Cook County)*"; (b) include the full name address

and telephone number called by Defendant as well as the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) include a description of the facts and legal authorities underlying the objection; (d) include a statement noting whether the objector intends to appear at the Fairness Hearing; (e) include a list of all witnesses that the objector intends to call by live testimony, deposition testimony, or affidavit or declaration testimony; and (f) include a list of exhibits that the objector intends to present at the Fairness Hearing. Only Settlement Class Members who submit timely objections including Notices of Intention to Appear may speak at the Final Approval Hearing. If a Settlement Class Member makes an objection through an attorney, the Settlement Class Member will be responsible for his or her personal attorney's fees and costs. The objection will not be valid if it only objects to the lawsuit's appropriateness or merits.

11. **Failure to Object to Settlement.** Settlement Class Members who fail to object to the Settlement Agreement in the manner specified above will: (1) be deemed to have waived their right to object to the Settlement Agreement; (2) be foreclosed from objecting (whether by a subsequent objection, intervention, appeal, or any other process) to the Settlement Agreement; and (3) not be entitled to speak at the Final Approval Hearing.

12. **Requesting Exclusion.** Settlement Class Members may elect not to be part of the Settlement Class and not to be bound by this Settlement Agreement. Individual requests for exclusion may be submitted to the Settlement Administrator electronically (through the Settlement Website) or by postal mail, but if submitted by postal mail, each Settlement Class Member must pay for postage. No mass exclusions are allowed. All requests for exclusion must be in writing and must include: (a) the name and case number of the action – “*Smith, et. al. v. Assurance IQ LLC*, 2023-CH-092252 (Cook County)”; (b) the full name and the unique identification number for the Settlement Class Member assigned by the Settlement Administrator; (c) the address, telephone number, and email address (optional) of the Settlement Class Member seeking exclusion; (d) a statement that the requestor does not wish to participate in the Settlement; and (e)

the personal signature of the Settlement Class Member. A request for exclusion must be submitted or mailed no later than seventy-five calendar days after the entry of this Order. If a Settlement Class Member submits both an objection and an exclusion, he or she will be considered to have submitted an exclusion (and not an objection), and will be excluded from the Settlement.

13. **Provisional Certification.** The Settlement Class is provisionally certified as:

All persons (1) to whom Assurance IQ, LLC or its agents placed, or caused to be placed, a call or calls, (2) directed to a telephone number for which Assurance IQ LLC's records show a WN and/or DNC designation, and for which the parties' reverse telephone number lookup process returned names different than names Assurance IQ, LLC associated with the telephone numbers, (3) in connection with which Assurance IQ, LLC used, or caused to be used, an artificial or prerecorded voice, (4) from October 1, 2018 through the date the court preliminarily approves the parties' class action settlement.

14. **Conditional Appointment of Class Representatives and Class Counsel.** Plaintiffs are conditionally certified as the class representatives to implement the Settlement in accordance with the Settlement Agreement. The law firms of Greenwald Davidson Radbil PLLC, Keogh Law, Ltd, Turke & Strauss LLP, and Paronich Law, P.C. are conditionally appointed as Class Counsel. Plaintiffs and Class Counsel must fairly and adequately protect the Settlement Class's interests.

15. **Stay of Other Proceedings.** The Court hereby orders that any actions or proceedings in any court in the United States involving any Released Claims asserted by any Releasing Parties, except any matters necessary to implement, advance, or further the approval of the Settlement Agreement are stayed pending the Final Approval Hearing and issuance of any Final Order and Judgment.

16. If the Settlement Agreement terminates for any reason, the following will occur: (a) class certification will be automatically vacated; (b) Plaintiffs and Class Counsel will stop functioning as the class representatives and class counsel, respectively, except to the extent

previously appointed by the Court; and (c) this Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement, other than as to payments made to, or owed for work already incurred by, the Settlement Administrator. Neither the Settlement nor this Order will waive or otherwise impact the Parties' rights or arguments.

17. **No Admissions.** Nothing in this Order is, or may be construed as, an admission or concession on any point of fact or law by or against any Party.

18. **Stay of Dates and Deadlines.** All discovery and pretrial proceedings and deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

19. **Modifications.** Counsel for the Parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement. The Parties may further modify the Settlement Agreement prior to the Final Approval Hearing so long as such modifications do not materially change the terms of the Settlement provided therein. The Court may approve the Settlement Agreement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to Settlement Class Members.

20. **Final Approval Hearing.** On September 3, 2024 at 11:00 a.m., in room 2402 this Court will hold a Fairness Hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate.

21. Plaintiffs' motion in support of the Final Judgment must be filed no later than two weeks prior to the Final Approval Hearing. This Court may order the Fairness Hearing to be postponed, adjourned, or continued. If that occurs, the updated hearing date shall be posted on the Settlement Website, but other than the website posting, the Parties will not be required to provide any additional notice to Settlement Class Members.

22. **Summary Timeline.** The Agreement and this Order provide for the following timeline dates and deadlines related to the provision of notice and the Final Approval Hearing:

Last day for Assurance to provide the Settlement Administrator the Class Information	April 22, 2024.
Last day for the Settlement Administrator to publish the Settlement Website and begin operating a toll-free telephone line, email address, and P.O. Box to accept inquiries from Settlement Class Members	June 5, 2024.
Last day for the Settlement Administrator to provide notice to Settlement Class Members	June 5, 2024.
Last day for Class Counsel to file motion in support of Fees, Costs, and Expenses Award and apply for Service Payment	June 5, 2024.
Last day for Class Members to file Claim Forms, object, or request exclusion from the Settlement Class	July 31, 2024.
Last day for Settlement Class Counsel to file motion in support of Final Approval	August 20, 2024.
Final Approval Hearing	September 3, 2024 at 11:00 a.m.

IT IS SO ORDERED.

Associate Judge
Allen Price Walker

MAR 06 2024

Circuit Court - 2071

Hon. Allen P. Walker