

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LOOP SPINE & SPORTS CENTER, LTD.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	22-cv-04198
	)	
AMERICAN COLLEGE OF	)	
MEDICAL QUALITY, INC.,	)	
DANIEL J. MCLAUGHLIN,	)	
AFFINITY STRATEGIES, LLC,	)	
	)	
Defendants.	)	

**ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF SETTLEMENT**

The Motion of Plaintiff Loop Spine & Sports Injury Center, Ltd. (“Plaintiff”) for Preliminary Approval of Class Action Settlement with Defendants American College of Medical Quality, Inc. (“ACMQ”) and Daniel J. McLaughlin (“McLaughlin”) came on for hearing on June 8, 2026. Plaintiff, ACMQ and McLaughlin are collectively, the “Parties”.

Having considered Plaintiff’s moving papers, the signed Settlement Agreement (the “Settlement Agreement”) attached as Appendix A to Plaintiff’s Motion for Preliminary Approval, and all other evidence submitted concerning Plaintiff’s motion, and being duly advised in the premises, the Court hereby preliminarily finds that:

(a) The Court has jurisdiction over the subject matter of this action and personal jurisdiction over the parties and the members of the Class (as defined below).¹

¹ Unless otherwise defined herein, all capitalized terms used in this Order that are defined terms in the Settlement Agreement shall have the same meaning as set forth in the Settlement Agreement.

(b) The settlement proposed in the Settlement Agreement has been negotiated in good faith at arm's length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Class.

(c) The Class Notice (as described in the Settlement Agreement) fully complies with Federal Rule of Civil Procedure 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the settlement of the Litigation.

(d) With respect to the Class, this Court has previously held that certification is appropriate under Federal Rule of Civil Procedure 23(a) and (b)(3). *Dkt. No. 298*. This Court finds that members of the Class will receive notice of the settlement through the notice program described below.

IT IS THEREFORE ORDERED THAT:

1. The settlement proposed in the Settlement Agreement has been negotiated in good faith at arm's length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Class in light of the factual, legal, practical and procedural considerations raised by this case.

2. The following class (the "Class") has been certified pursuant to Federal Rule of Civil Procedure 23(a) and (b)(3):

All persons with fax numbers, who on August 6-10, 2022, were sent faxes in the form of Exhibit A.

The Court previously certified the Class on May 20, 2025, *Dkt. No. 298*.

The Class Period means August 6-10, 2022.

3. The Court previously appointed Plaintiff Loop Spine & Sports Injury Center, Ltd. as a Class Representative of the Class and found that it met the requirements of Fed. R. Civ. P. 23.

4. The Court previously appointed the following lawyers as Class Counsel and held that they met the requirements of Fed. R. Civ. P. 23: Daniel A. Edelman, Dulijaza (Julie) Clark, and Heather Kolbus of Edelman, Combs, Lattuner and Goodwin, LLC, 20 S. Clark Street, Suite 1800, Chicago, Illinois 60603.

5. The Court appoints American Legal Claim Services, LLC as the Settlement Class Administrator.

6. Any costs and expenses incurred by the Settlement Class Administrator (the “Notice and Administrative Expenses”) in connection with its role, responsibilities, duties, and obligations relating to the Settlement Agreement, including, but not limited to, costs and expenses associated with notice, claims administration, and distribution of settlement checks, shall be paid in addition to and distinct from the Settlement Class Recovery. The Notice and Administrative Expenses shall be paid by USLI, on behalf of ACMQ and McLaughlin.

7. If (i) the Settlement Agreement is terminated pursuant to its terms; (ii) the Settlement Agreement, the Preliminary Approval Order, and/or the Final Approval Order do not for any reason become effective; or (iii) the Settlement Agreement, Preliminary Approval Order, and/or Final Approval Order are reversed, vacated, or modified in any material respect which is not agreeable to all Parties, then (a) all orders entered pursuant to the Settlement Agreement shall be deemed vacated, including without limitation, this Order and shall have no further force and effect and shall not be offered in evidence or used in the Litigation or any proceeding for any reason whatsoever; (b) the Parties shall stand in the same posture, procedurally and substantively, as if the Agreement had not been negotiated, made or filed with the Court; (c) the Parties rights and defenses will be restored without prejudice to the status quo ante prior to this Agreement.

If the settlement does not become final in accordance with the terms of the Settlement Agreement, then the Preliminary Approval Order and/or the Final Approval Order shall be null and void and shall be deemed automatically vacated. Plaintiff, ACMQ and McLaughlin reserve all procedural and substantive rights in existence as of the date of execution of the Agreement, and the doctrines of res judicata, collateral estoppel or law of the case shall not be applied as related to the Agreement.

8. The Court approves, as to form and content, the Notice of Class Action Settlement and Claim Form attached to the Settlement Agreement as Exhibit 1 and finds that the Parties' proposed plan for class notice is the best notice practicable under the circumstances and satisfies the requirements of due process and Fed. R. Civ. P. 23. That plan is approved and adopted.

9. Within thirty-five days after the entry of this Order American Legal Claim Services, LLC shall send the Notice and Claim Form via fax, substantially in the form of Exhibit 1, to the facsimile numbers identified on the Fax List. The Settlement Class Administrator shall make at least one additional attempt to transmit the Notice by fax to those numbers where the initial transmission failed. After a total of two unsuccessful attempts to transmit the notice to a member of the Class, the Settlement Class Administrator shall determine if a valid mailing address is ascertainable for those fax numbers on the Fax List. If a mailing address is ascertainable, the Settlement Class Administrator shall mail the Notice and Claim Form to the Class Member via First Class U.S. mail, with a request for forwarding addresses, to the address ascertained that is associated with the fax number of each person in the Class identified on the Fax List within three (3) business days of ascertaining the mailing address. Class Counsel will also publish the Notice, Exhibit A to the second amended complaint, and the Settlement Agreement (excluding exhibits) on their firm's website at their own expense. The Settlement Class Administrator will also create,

maintain, operate and host a website that allows for electronic submission of claims, and posts copies of the second amended complaint, answers of McLaughlin and ACMQ, the Notice and Claim Form, Exhibit A to the second amended complaint, the Motion for Preliminary Approval and Supporting Memorandum, the Preliminary Approval Order, Class Counsel's Fee Petition, and the Settlement Agreement (excluding exhibits). This combined notice program fully complies with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the proposed settlement of this lawsuit. The Court finds that no other notice is necessary.

10. To effectuate the settlement, the Court establishes the following deadlines for the events set forth in the Settlement Agreement and directs the Parties to incorporate the deadlines in the Notice and Claim Form:

(a) Claim Forms shall be returned by Class Members online, faxed or by mail postmarked on or before September 11, 2026. Claims not submitted online, faxed, or postmarked by this date shall be forever barred.

(b) Objections of Class Members or any appearance of an attorney on behalf of a Class Member shall be filed in this Court and served by mail postmarked to the Settlement Class Administrator, Class Counsel, ACMQ and McLaughlin's Counsel on or before September 11, 2026, or shall be forever barred. Each objection must contain the following information: (i) the objector's full name (or business name, if the objector is an entity), address, fax number to which the fax(es) were sent, and signature of the objector; (ii) a statement of the objection to the Settlement Agreement; (iii) an explanation of the legal and factual basis for the objection; (iv) documentation, if any, to support the objection, (v)

the identity of all witnesses and a summary of such witnesses' proposed testimony who the objector may call to testify at the final approval hearing along with the description and production of copies of all evidence the objector may offer at the final approval hearing; and (vi) a statement whether the objector and/or his/her/its counsel intends to appear at the final approval hearing. A Class Member who has timely filed a written objection may appear at the Final Approval Hearing in person or through counsel to be heard regarding his/her/its objection. However, it is not necessary for a Class Member who has filed a valid and timely objection to appear at the Final Approval Hearing.

(c) All memoranda filed by any Class Member in connection with objections must be filed in this Court and served on the Settlement Class Administrator, Class Counsel and counsel for ACMQ and McLaughlin by first class U.S. mail postmarked on or before September 11, 2026, or shall be forever barred.

(d) Requests for exclusion by any person in the Class to opt out of the settlement must be mailed to the Settlement Class Administrator and postmarked on or before September 11, 2026, or shall be forever barred. A notice of intention to opt out must be in writing and contain the following information: (a) the full name (or business name, if the opt-out is an entity), address, telephone and the fax number (to which the fax(es) were sent) of the person or entity seeking exclusion; and (b) a signed statement providing that "I/we hereby request that I/we be excluded from the proposed Class in the Loop Spine & Sports Center v. ACMQ Litigation.". All persons or entities who timely and validly request exclusion from the settlement will relinquish their rights to benefits under the Settlement Agreement and will not release any claims against ACMQ and McLaughlin and the Released Parties.

11. Any person or entity in the Class who does not opt-out of the settlement in the manner provided herein and in the Settlement Agreement shall be bound by the Settlement Agreement, if approved.

12. ACMQ and McLaughlin shall file proof of compliance with the notice requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b), no later than July 13, 2026.

13. Class Counsel shall file with the Court a list of the individual members of the Class seeking exclusion by October 13, 2026.

14. The Final Approval Hearing will be conducted on October 22, 2026 at 9:00 a.m. for the purposes of: (i) finally determining whether the requirements of Federal Rules of Civil Procedure 23 are met; (ii) finally determining whether the settlement is fair, reasonable, and adequate, and whether it should be approved by the Court; (iii) finally determining whether the relief and resolution as provided under the Settlement Agreement should be entered; (iv) finally considering the distribution of the Settlement Fund under the terms of the Settlement Agreement; and (v) finally ruling upon such other matters as the Court may deem appropriate. On or before October 13, 2026, Class Counsel shall file and serve a motion for final approval.

15. All papers in support of the Settlement Agreement, including proposals regarding *cy pres* recipients, shall be filed no later than October 13, 2026. Any responses to objections shall be filed with the Court on or before October 13, 2026. There shall be no replies from objectors.

16. In the event that the settlement does not become final and the Effective Date does not occur in accordance with the terms of the Settlement Agreement, then this Order shall be null and void and shall be deemed vacated, and any related findings or stipulations shall be deemed vacated.

17. The Court may, for good cause, extend any of the deadlines set forth in this Order or adjourn or continue the final approval hearing without further notice to the Class.

18. Within five (5) days after this Order is entered Class Counsel shall provide the Settlement Class Administrator with the Fax List in MS Word or Excel format.

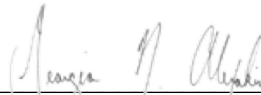
19. Class Counsel to file their fee petition by July 27, 2026.

20. All discovery and other pretrial proceedings in the action are stayed and suspended until further order of the Court except such conduct as may be necessary to implement the Settlement Agreement and this Order.

21. The Court retains jurisdiction to consider all further matters arising out of or connected with the settlement and the Settlement Agreement.

ENTERED:

Dated: 6/8/2026



United States District Judge