

**AMENDED SETTLEMENT AGREEMENT
AND MUTUAL RELEASE IN FULL OF ALL CLAIMS**

This Amended Settlement Agreement and Release (“Amended Agreement”) is entered into this 25th day of October, 2023, by and between Plaintiffs, Thomas M. Wilson, Sr., Daniel Halsey as Administrator of the Estate of Tamara Halsey, Jason Grazuties, Sandra Sheppard, Pamela Bradley as Executrix of the Estate of Robert Bradley, Deborah Martin as Executrix of the Estate of Arvada Martin, Lisa New and Robert Stratton, individually and as representatives of the “Settlement Class” (as defined herein) (collectively, “Plaintiffs”), and MRO Corporation, CIOX Health, LLC and Medi-Copy Services, Inc. (collectively, the “Defendants”). This Amended Agreement, together with its Exhibits, is intended by the parties to fully, finally, and forever resolve, discharge, and settle the claims released through the settlement set forth herein.

I. Definitions

As used in this Amended Agreement, capitalized terms have the meanings specified below:

a. “Wilson Action” means and refers to the matter entitled, *Thomas M. Wilson, Sr., Daniel Halsey as Administrator of the Estate of Tamara Halsey, Jason Grazuties, Sandra Sheppard, Robert Bradley, and Arvada Martin, individually and on behalf of all others similarly situated v. MRO Corporation, CIOX Health, LLC and Medi-Copy Services, Inc.*, Civil Action No. 2:16-CV-05279, pending in the United States District Court for the Southern District of West Virginia, Charleston Division.

b. “Wilson Plaintiffs” refers to Thomas M. Wilson, Sr., Daniel Halsey as Administrator of the Estate of Tamara Halsey, Jason Grazuties, Sandra Sheppard, Pamela Bradley as Executrix of the Estate of Robert Bradley, Deborah Martin as Executrix of the Estate of Arvada Martin.

c. “Wilson Counsel” refers to William Tiano and Cheryl Fisher of Tiano O’Dell, PLLC, 118 Capitol Street, Charleston, WV 25301

d. “New Action” means and refers to the matter titled, *Robert Fender, Lisa New and Robert Stratton, individually and on behalf of all others similarly situated v. Medi-Copy Services, Inc., Logan General Hospital, and John Doe Billing Companies 1 through 10*, Civil Action No. 15-C-147, pending in the Circuit Court of Logan County, West Virginia.

e. “New Plaintiffs” refers to Lisa New and Robert Stratton.

f. “New Counsel” refers to Steven S. Wolfe of Wolfe, White & Associates, 60 Water Street, Logan, West Virginia, Stephen P. New of Stephen New & Associates, 430 Harper Park Drive, Beckley, West Virginia, Amanda J. Taylor of Taylor, Hinkle & Taylor, 115 ½ South Kanawha Street, Beckley, West Virginia and D. Adrian Hoosier, II, Hoosier Law Firm, PLLC, 213 Hale Street, STE 100, Charleston, West Virginia.

g. “CIOX” means CIOX Health, LLC, individually and as predecessor-in-interest to HealthPort Technologies, LLC, IOD, Inc., Care Communications, Inc., ECS, ChartOne, Inc., and Smart Professional Photocopy Corporation.

h. “Medi-Copy” means Medi-Copy Services, Inc.

i. “MRO” means MRO Corporation.

j. “Defendants” means CIOX, Medi-Copy and MRO, collectively.

k. “ROI Request” means a release of information request seeking medical records from any West Virginia Medical Provider, as that term is defined below.

l. “Named Plaintiffs” means Thomas M. Wilson, Sr., Daniel Halsey as Administrator of the Estate of Tamara Halsey, Jason Grazuties, Sandra Sheppard, Pamela Bradley as Executrix of the

Estate of Robert Bradley, Deborah Martin as Executrix of the Estate of Arvada Martin, Lisa New, and Robert Stratton.

m. “Plaintiffs” means the Named Plaintiffs and all Class Members.

n. “West Virginia Medical Provider” means any hospital, medical facility, physician or pharmacy located within the state of West Virginia for which one or more of the Defendants provided ROI services during the Class Period, except for the WVU Medicine Entities, as defined immediately below; “the West Virginia Medical Providers” include those providers identified in **Exhibit A** hereto.

o. “WVU Medicine Entities” means the following hospitals and clinics associated with West Virginia University Hospital with whom CIOX contracted to provide medical record management services: Harpers Ferry, Jefferson Memorial Hospital, Spring Mills, Inwood Family Medicine, WVUH-East Neurology, WVUH-East Urology, WVUH-East Pulmonology, WVUH-East ENT, WVUH-East Psych, WVUH-East GI, Foxcroft Family Medicine, Gateway Family Medicine, UHP Surgeons, UHP Oncology, City Hospital, Inc. d/b/a Berkeley Medical Center, and Camden Clark Medical Center.¹

p. “Attorney” means any lawyers, legal representative or law firm that submitted to a West Virginia Medical Provider, and paid for, an ROI Request for patient records pursuant to a written release, that was processed and billed by one or more of the Defendants during the Class Period, excluding any Attorney that paid for the requested copies of medical records pursuant to a specific pricing agreement or that paid a reduced or negotiated rate. For purposes of this paragraph, a “reduced or negotiated rate” refers to any rate less than or equal to the negotiated per page value

¹ This designation is for settlement purposes only. CIOX denies that it is making any representation with respect to the relationship or affiliation, if any, between or amongst the various clinics set-forth herein or with West Virginia University Hospital or any affiliate, parent or subsidiary thereof.

identified below at Paragraph IV(b)(1) for Subclass 1 (\$0.50 per page) or Subclass 3 (\$0.28 per page) applicable to the Attorney's request.

q. "Claimant" means any Class Member who timely submits a completed Proof of Claim in such manner and within such time as provided herein and in the Class Notice and Proof of Claim.

r. "Claim Administrator" means American Legal Claim Services LLC, which shall be solely liable for the administration of the class. Defendants, Plaintiffs and their counsel shall have no liability for any errors, omissions, or negligence of the Claims Administrator in the performance of its duties.

s. "Claim Period" means the period of time in which a Class Member may submit a Valid Claim to be eligible to receive a payment as part of the settlement. The last day of the Claim Period will be no later than forty-five (45) days after the date set for the Final Approval Hearing.

t. "Class Period" means December 1, 2010 through July 5, 2017.

u. "Class Counsel" means Wilson Counsel and New Counsel.

v. "Class List" means the list of Patients and Attorneys identified in Defendants' records as having expressly requested copies of medical records from one or more West Virginia Medical Providers during the Class Period and as having subsequently paid the full fee assessed by one or more Defendants to obtain the requested medical records.

w. "Class Member" means a Person that is a member or putative member of the Settlement Class defined in subparagraph (II) below, who does not timely opt out of the Settlement Class.

x. "Class Notice" means the Full Class Notice and Proof of Claim that will be provided to the Settlement Class by email or mail, depending on the requestor type, and the Settlement Webpage

that will be established, and made available to the Settlement Class, pursuant to this Amended Agreement.

y. “Subclass 1” means any Attorney or Insurance Company, pursuant to a written authorization, or Patient who, on one or more occasions between December 1, 2010 and June 5, 2014, sought, in writing, copies of a patient’s medical records from a West Virginia Medical Provider serviced by one of the Defendants and paid a per-page fee to obtain copies.

z. “Subclass 2” means any Patient who, on one or more occasions between June 6, 2014 and July 5, 2017 sought, in writing, copies of his/her medical records from a West Virginia Medical Provider serviced by any of the Defendants and paid a per-page fee to obtain copies.

aa. “Subclass 3” means any Attorney or Insurance Company, pursuant to written authorization, who, on one or more occasions between June 6, 2014 and July 5, 2017, sought, in writing, copies of a patient’s medical records from a West Virginia Medical Provider serviced by any of the Defendants and paid a per-page fee to obtain copies.

bb. “Subclass 4” means any Attorney or Insurance Company, pursuant to written authorization, or Patient who, on one or more occasions sought, in writing, copies of a patient’s medical records from a West Virginia Medical Provider serviced by any of the Defendants, and paid a retrieval fee assessed by any Defendant between June 6, 2014 and July 5, 2017.

cc. “Court” means the United States District Court for the Southern District of West Virginia, Charleston Division.

dd. “Effective Date” means the date ten (10) calendar days after each and all of the following conditions have occurred: (a) this Amended Agreement has been signed by Named Plaintiffs, Class Counsel, and Defendants; (b) orders have been entered by the Court conditionally certifying the Settlement Class, granting preliminary approval of the settlement, and approving the

Class Notice and Proof of Claim; (c) the Court-approved Class Notice has been duly provided as ordered by the Court; (d) the Court has entered its Final Approval Order and appeal rights have expired or been exhausted; (e) the Court has entered a final order with respect to any attorneys' fees and expenses to be awarded to Class Counsel and appeal rights have expired or been exhausted; (f) the Court has entered a final order with respect to the incentive payment to be awarded to Named Plaintiffs and appeal rights have expired or been exhausted; and (g) the Court has entered its Judgment dismissing the Action with prejudice, said Judgment has become Final, and appeal rights have expired or been exhausted.

ee. "Eligible Request" means a request by a Patient, or Attorney or Insurance Company, pursuant to a written authorization, for copies of medical records from one of the West Virginia Medical Providers and/or Released Parties, as defined below, during the Class Period for which the requestor subsequently paid Defendants a fee, excluding any Attorney, Insurance Company or Patient that paid for the requested copies of medical records pursuant to a specific pricing agreement or that paid a reduced or negotiated rate..

ff. "Final Approval" means that this Amended Agreement has been approved by the Court and the Judgment has been entered in accordance with this Amended Agreement.

gg. "Final Approval Hearing" means the hearing at or after which the Court will make a final decision whether to approve the settlement set forth in this Amended Agreement as fair, reasonable, and adequate.

hh. "Final Approval Order" means the order to be entered by the Court after the Final Approval Hearing, the Parties' proposed form of which is attached hereto as Exhibit B.

ii. "Full Class Notice" means the written "Notice of Pendency of Class Action and-Proposed Settlement," the Parties' proposed form of which is attached hereto as Exhibit C, that will be

provided to the Settlement Class, by mail or email, depending on the requestor, and made available for download on the Settlement Webpage that will be established pursuant to this Amended Agreement.

jj. “Insurance Company” means an insurance provider authorized to do business in the State of West Virginia that submitted to a West Virginia Medical Provider, and paid for, an ROI Request for patient records pursuant to a written release, that was processed and billed by one or more of the Defendants during the Class Period, excluding any Insurance Company that paid for the requested copies of medical records pursuant to a specific pricing agreement or that paid a reduced or negotiated rate.

kk. “Judgment” means the final judgment and order granting final approval of the settlement. The Judgment shall be deemed “Final”: (a) thirty (30) calendar days after the Final Approval Order and Judgment are entered if no document is filed within that time seeking appeal, review, rehearing, reconsideration, or any other action regarding the Final Approval Order and/or Judgment; or (b) if any such document is filed, then ten (10) calendar days after the date upon which all appellate and/or other proceedings resulting from the document have been finally terminated in such a manner as to permit no further judicial action.

ll. “Parties” means, collectively, Plaintiffs and Defendants.

mm. “Patient” means any individual who received medical treatment and/or services from a West Virginia Medical Provider, and who submitted one or more Release of Information Request seeking copies of his/her medical records, during the Class Period, which were processed and billed by Defendants, and paid, as well as any executor or administrator of the estate of a deceased patient, the parent or legal guardian of a minor patient, the holder of a power of attorney for an incapacitated patient, and similar legally appointed representatives of patients who are unable to act for themselves, who submitted one or more Release of Information Requests seeking

copies of the medical records of the individual for whom they were a legal representative, during the Class Period, which were processed and billed by Defendants and paid, excluding any Patient that paid for the requested copies of medical records pursuant to a specific pricing agreement or that paid a reduced or negotiated rate. For purposes of this paragraph, a “reduced or negotiated rate” refers to any rate less than or equal to the negotiated per page value identified below at Paragraph IV(b)(1) for Subclass 2 (\$0.12 per page) applicable to the Patient’s request.

nn. “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity, and their spouses, heirs, predecessors, successors, agents, representatives, or assignees.

oo. “Preliminary Approval. Order” means the order entered by the Court in connection with the preliminary approval hearing on the settlement, the Parties’ proposed form of which is attached hereto as Exhibit D.

pp. “Proof of Claim” means the claim form distributed by mail or email, depending on the requestor, along with Full Class Notice that Class Members or their attorneys must timely return by mail or complete on the Settlement Webpage, in order to apply for a cash payment under the settlement, the Parties’ proposed form of which is attached hereto as Exhibit E.

qq. “Released Claims” means and includes any and all rights, duties, obligations, claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, and including, but not limited to, breach of contract, unjust enrichment, specific performance, promissory estoppel, unfair trade practice, violation of W. Va. Code §§ 16-29-1, *et seq.*

or any similar law of any other state that might be applied to a ROI Request covered by this settlement, violation of HIPAA or HITECH, violation of state or federal consumer protection statutes, and violation of West Virginia Consumer Credit and Protection Act, as of the Effective Date of this Amended Agreement, that directly relate to or in any way arise out of: (a) any and all acts, omissions, facts, transactions, occurrences, claims, demands, actions, causes of action, rights, or liabilities alleged, asserted, or referred to in the Action or otherwise arising from Defendants' service of producing copies of medical records during the Class Period; and/or (b) any alleged failure to comply with W. Va. Code §§ 16-29-1, *et seq.*, the West Virginia Consumer Credit and Protection Act, or any similar law of any other state that might be applied to a ROI Request covered by this settlement, HIPAA, and/or HITECH, or any breach of contract, in connection with the service of processing ROI Requests and/or producing medical records upon request during the Class Period, including, but not limited to, all such claims for general, special, treble, statutory and punitive damages, as well as any and all such claims for penalties, attorneys' fees, and costs of suit. For purposes of the settlement "Released Claims" further specifically extends to and includes any and all claims, actions, causes of action, or liabilities, whether arising under local, state, or federal law, whether by Constitution, statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, that directly relate to or in any way arise from, Class Members' ROI Requests to West Virginia Medical Providers and the fees charged to process Class Members' ROI Requests and produce copies of medical records or otherwise asserted in the Action, other than such claims which may be made in connection with the enforcement of this Amended Agreement.

rr. "Released Parties" means and includes CIOX, Medi-Copy, MRO, their insurers and reinsurers and all West Virginia Medical Providers with whom Defendants contracted during the Class

Period to provide ROI and/or medical record reproduction services, including but not limited to those identified in Exhibit A, and each and all of its/their respective direct and indirect parent companies, affiliates, subsidiaries, agents, successors, predecessors-in-interest, officers, directors, employees, attorneys, shareholders, and assigns. The West Virginia Medical Providers' Released Claims are limited to those arising from or related to ROI Requests processed by Defendants and copies of medical records produced pursuant thereto, and shall not apply to any ROI Requests processed and copies of medical records produced therewith by anyone other than Defendants.

ss. "Settlement Class" means: All Attorneys and Insurance Companies pursuant to written authorization, or Patients who, on one or more occasions during the Class Period, sought, in writing, copies of a patient's medical records from a West Virginia Medical Provider, and had their ROI Request processed and billed by Defendants, and who subsequently: (1) paid Defendants for copies of patient medical records and were not reimbursed for same, or (2) reimbursed their legal representative for the costs advanced on their behalf to obtain medical records. Excluded from the Settlement Class are (i) Class Counsel, including their respective law firms during the Class Period, (ii) any and all Persons that paid for the requested copies of medical records pursuant to a specific pricing agreement or a "reduced or negotiated rate," as set-forth in Section II(c) of the Memorandum of Law in Support of the Parties' Amended Joint Motion for Preliminary Approval of Settlement and Certification of a Settlement Class; (iii) those persons who validly and timely elect to opt out or otherwise exclude themselves from the Settlement Class. Patients and/or clients of Class Counsel who are eligible Claimants pursuant to the terms of the Amended Settlement Agreement shall not be excluded on the basis of their association with Class Counsel.

tt. "Settlement Costs" means and includes: (i) any incentive award to Plaintiffs; (ii) Class Notice costs (the Settlement Webpage, the emailing/ mailing of Full Class Notice, the emailing/ mailing

of separate Proofs of Claim requested by Class members, and any additional notice ordered by the Court); (iii) administration costs; and (iv) payments to Claimants.

uu. “Settlement Webpage” means the internet webpage, which will be established by counsel for Defendants as set forth in this Amended Agreement, and which will make available for download the Proof of Claim and Full Class Notice. The Settlement Webpage will likewise provide information as to how Persons in the Settlement Class may submit a Proof of Claim, and provide an additional avenue for the identification of class members and submission of claims.

vv. “Total Class Value” means the amount that would be paid by Defendants if every Class Member filed a valid Proof of Claim Form.

ww. “Valid Claim” means a Proof of Claim that is: (a) fully and truthfully completed, with all of the information in the Proof of Claim identified as “required”; (b) postmarked or electronically submitted on or before the date set forth in the Proof of Claim and/or Class Notice; and, if mailed, (c) sent to the address specified in the Proof of Claim.

xx. Capitalized terms used in this Amended Agreement but not defined above shall have the meaning ascribed to them in this Amended Agreement, including those capitalized terms included within the attached Exhibits.

II. Recitals

The following recitals are material terms of this Amended Agreement. This Amended Agreement is made with reference to and in contemplation of the following facts and circumstances:

a. Wilson Plaintiffs originally filed the Wilson Action on April 28, 2016, and filed an amended complaint on September 23, 2016, asserting numerous claims arising from Defendants’ alleged assessment and collection of excessive fees for copies of medical records from West Virginia medical providers with whom Defendants’ contract to produce healthcare records.

b. On June 10, 2016, Medi-Copy removed the Wilson Action to the Court pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d).

c. New Plaintiffs originally filed the New Action on May 22, 2015 and filed an amended complaint on December 4, 2015, asserting numerous claims regarding Medi-Copy and Logan Regional Hospital's alleged assessment and collection of excessive fees for copies of medical records from Logan Regional Hospital.

d. Defendants vigorously deny all claims asserted against them in the Action, deny all allegations of wrongdoing and liability, and deny all material allegations of the Amended Complaint. Defendants also assert numerous defenses as to liability and damages, and aver that Plaintiffs could not certify a class, were it not for this settlement.

e. The Parties have engaged in extensive discovery regarding the claims asserted and the settlement was reached following arm's-length negotiations between Class Counsel and counsel for Defendants over the course of more than a month, which included a mediation session before Attorney Stephen J. Dalesio.

f. The Defendants and Wilson Plaintiffs entered a Settlement Agreement on June 30, 2017 agreeing to seek certification of a settlement class to resolve their claims and filed a Joint Motion for Preliminary Approval of Settlement and Certification of a Settlement Class on July 5, 2017.

g. Russell G. Binder and Joseph Michael Jenkins, by counsel, moved to intervene on April 10, 2018 (ECF Doc. No. 184), and Joseph F. Smith and John E. Smith, as Co-Executors of the Estate of Donald E. Smith, by counsel, moved to intervene on April 24, 2018 (ECF Doc. No. 186) (collectively, the "Proposed Intervenors"). The Proposed Intervenors previously commenced separate civil actions styled *Russell G. Binder v. The Charles Town General Hospital d/b/a Jefferson Med. Ctr.*, *City Hospital, Inc. d/b/a Berkeley Med. Ctr.*, *West Virginia University*

Hospitals, Inc., West Virginia United health System, Inc., West Virginia University Hospitals – East, Inc., Civil Action No. 15-C-530, pending in the Circuit Court of Berkley County, West Virginia; and *James and John Smith, as co-administrators of the Estate of Donald F. Smith v. Camden-Clark Memorial Hospital Corporation*, Civil Action No. 14-C-829, pending in the Circuit Court of Wood County, West Virginia (the “WVU State Court Actions”). Counsel for Binder and Jenkins also have been appointed as class counsel for a state court class action styled *Christopher Thomack and Joseph Michael Jenkins, on their own behalf and on behalf of all other similarly situated persons v. West Virginia University Hospitals, Inc., West Virginia United Health System, Inc. d/b/a WVU Healthcare and any related entities of WVU Healthcare acting in concert with WVU Healthcare*, C.A. No. 13-C-53, pending in the Circuit Court of Monongalia County, West Virginia (the “Jenkins Class”).

h. The Proposed Intervenors objected because claims against the defendants in the State Court Actions may be released, in whole or in part, by the proposed release of certain entities they refer to as the “WVU Medicine Entities” that were included in Exhibit A to the Settlement Agreement attached to the Joint Motion for Preliminary Approval, Doc. No. 166-1, 37-40. They assert that facts developed through the Jenkins Class litigation in relation to Defendants West Virginia University Hospitals, Inc. and West Virginia United Health System, Inc. establish reasons unique to the WVU Medicine Entities such that the proposed settlement would be inadequate as to Patients or Attorneys who sought, in writing, copies of medical records from one or more WVU Medicine Entities during the Class Period.

i. After provision of certain discovery information to Proposed Intervenors, serious consideration, and extensive negotiations among Plaintiffs, Defendants, and Proposed Intervenors, CIOX have reached an agreement with the Proposed Intervenors not to seek the

release of any WVU Medicine Entities in this proposed class action settlement with Plaintiffs and, instead, to pursue a separate settlement regarding claims involving the processing ROI Requests for WVU Medicine Entities in the separate actions in state court. To facilitate the separate settlement with Proposed Intervenors, the Wilson Plaintiffs agreed to seek settlement of this action on the original proposed terms, with the subtraction of claims involving ROI Requests processed by Defendants for any of the WVU Medicine Entities.

j. The New Plaintiffs filed an Objection to the Proposed Settlement on July 19, 2017 (ECF Doc. No. 171). The New Plaintiffs objected to the proposed settlement class, which did not include Insurance Companies, and challenged the adequacy of compensation under the Proposed Settlement.

k. To facilitate the approval of a separate proposed class settlement between Defendants and Proposed Intervenors involving claims for ROI Requests processed by Defendants for the WVU Medicine Entities, and to facilitate approval of the New Plaintiffs relative to the sufficiency of the settlement agreement, the Parties agree to amend their prior settlement agreement dated June 30, 2017, by including an additional class of requestor, Insurance Companies, to the Settlement Class on a statewide basis, and revising the listing of West Virginia Medical Providers set-forth in Exhibit A to subtract those that the Proposed Intervenors have identified as WVU Medicine Entities.

l. The Parties understand, acknowledge, and agree that the execution of this Amended Agreement constitutes the settlement and compromise of all disputed claims. This Amended Agreement is inadmissible as evidence against the Parties except to enforce the terms of the settlement and is not an admission of any wrongdoing or liability on the part of any of the Parties. It is the Parties'

desire and intention to effect a full, complete, and final settlement and resolution of all existing disputes and claims in this Action as set forth herein.

m. The Parties understand, acknowledge and agree that for many of the Eligible Requests for copies of medical records resolved by this settlement, there are several potential claimants: (1) Patients who made ROI requests directly; (2) Patients and clients who reimbursed their attorneys for ROI requests made on their behalf; and (3) Attorneys or Insurance Companies who made ROI requests on behalf of their patients/clients, and were not reimbursed. There can be only one Claimant for each ROI request, and the Claim must be filed by the person who is out-of-pocket for the cost of the copies delivered.

III. The Benefits of Settlement

In reaching the settlement set forth herein, Named Plaintiffs and Class Counsel are accounting for the expense and length of trial on the claims alleged, the possible appeals, and the uncertain outcome of, and risk presented by, full litigation through trial of those claims. Class Counsel is mindful of and recognizes the inherent problems of proof under, and alleged defenses to, the alleged claims. Plaintiffs and Class Counsel believe that the settlement set forth in this Amended Agreement confers substantial benefits upon the Settlement Class. Based upon their evaluation and investigation, including the formal and informal discovery taken, Plaintiffs and Class Counsel determined that the settlement is fair, reasonable and adequate, and in the best interests of Named Plaintiffs and the Settlement Class. Meanwhile, Defendants desire to settle the Action on the terms set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing these proceedings.

IV. Terms of Settlement

a. Conditional Certification of Settlement Class

1. Solely for the purposes of settlement, providing Class Notice, and implementing this Amended Agreement, the Parties agree to conditional certification of the following Settlement Class, which shall be certified for settlement purposes only:

- All Attorneys and Insurance Companies, pursuant to written authorization, or Patients who on one or more occasions during the Class Period, sought, in writing, copies of a patient's medical records from a West Virginia Medical Provider, and had their ROI Request processed and billed by any of the Defendants, and who subsequently: (1) paid any Defendant for copies of patient medical records and were not reimbursed for same, or (2) reimbursed their legal representative for the costs advanced on their behalf to obtain copies of medical records, excluding (i) Counsel for the Parties, including their respective law firms during the Class Period, (ii) any and all Persons that paid for the requested copies of medical records pursuant to a specific pricing agreement or a "reduced or negotiated rate," as defined in Section II(c) of the Memorandum of Law in Support of the Parties' Amended Joint Motion for Preliminary Approval of Settlement and Certification of a Settlement Class, and (iii) those persons who validly and timely elect to opt out or otherwise exclude themselves from the Settlement Class.

2. Solely for the purposes of settlement, providing Class Notice, and implementing this Amended Agreement, the Parties agree to conditional certification of Settlement Class Subclasses 1 through 4, as defined below, which shall be certified for settlement purposes only.

3. If the Court does not approve the settlement, certification of the Settlement Class and Settlement Subclasses will be void, and no doctrine of waiver, estoppel, or preclusion will

be asserted in any litigated certification proceedings in the Action. The Parties will be returned to their positions *status quo ante* with respect to the Action as if the settlement had not been entered into, with the Parties agreeing to refrain from opposing any resultant and reasonable application to further extend the discovery period.

b. Settlement Consideration

In complete and final settlement of the Action, and in consideration of this Amended Agreement and Release, Defendants agree to make payments available, as follows:

1. To each member of the Settlement Subclasses who timely submits a Valid Claim deemed eligible under the terms of this Amended Agreement, provided that the Effective Date has occurred, the Defendant who received payment from or on behalf of the Class Member will pay the Class Member as follows:

i. *Subclass 1*: the difference between the per-page amount paid to that Defendant for copies of medical records and the negotiated per page value of \$0.50 per page (e.g., an ROI requestor that paid \$0.75 per page for 1,000 pages of medical records during the subject time period, would be reimbursed \$250.00 ($\$0.75 - \$0.50 = \$0.25 \times 1,000 = \250.00)).

ii. *Subclass 2*: the difference between the per page amount paid to that Defendant for copies of medical records and the negotiated per page value of \$0.12 per page (e.g., a Patient that requested their records and paid \$0.49 per page for 1,000 pages of medical records during the subject time period, would be reimbursed \$370.00 ($\$0.49 - \$0.12 = \$0.37 \times 1,000 = \370.00)).

iii. *Subclass 3*: the difference between the per page amount paid to that Defendant for copies of medical records and the negotiated per page value of \$0.28 per page (e.g., an Attorney who requested medical records and paid \$0.55 per page for 1,000 pages of medical records during the subject time period, would be reimbursed \$270 ($\$0.55 - \$0.28 = \$0.27 \times 1,000 = \270.00)).

iv. *Subclass 4*: full reimbursement of any retrieval fees assessed by that Defendant between Jun 6, 2014 and July 5, 2017, unless assessed subject to a separate agreement between the requestor and Defendant or West Virginia Medical Provider.

2. No interest will accrue on payments made available through the settlement.

i. Only one Valid Claim will be honored per records request, which shall be paid as follows:

- For a Patient ROI request, the Patient is entitled to recover the settlement amount.
- For an Attorney or Insurance Company ROI request, if the patient or client did not reimburse the Attorney or Insurance Company for the payment of any Defendant's ROI Request invoice(s) as of the date Notice is issued, then Attorney or Insurance Company is entitled to recover the settlement amount. If the patient or client reimbursed the Attorney or Insurance Company by any means (i.e., retainer, direct payment, deduction from settlement proceeds, or cost judgment), then the patient or client is eligible to recover.

3. The following are expressly excluded from the Settlement Class:

i. ROI Requests made by a class of requestor other than Patients, Insurance Companies, or Attorneys.

ii. ROI Requests that were not ultimately paid for by a Patient, Insurance Company, or an Attorney.

iii. ROI Requests that are subject to a separate fee agreement between the requestor and the West Virginia Medical Provider or Defendants, were not paid in full, or were otherwise discounted.

iv. ROI Requests directed to hospitals, pharmacies, or medical providers outside of West Virginia, related to treatment performed outside of the State of West Virginia.

v. ROI Requests seeking films or diagnostic imaging, including x-ray, computed tomography (CT), computerized axial tomography (CAT scan); fluoroscopy; mammography, bone scan, thyroid scan, thallium cardiac stress test, positron emission tomography (PET or PET scan), magnetic resonance imaging (MRI), magnetic resonance angiography (MRA), ultrasound, and any other diagnostic imaging or radiology.

vi. ROI Requests made by any Attorney and/or law firm representing Defendants and any attorney and/or law firm serving as Class Counsel.²

vii. Any copies of medical records obtained pursuant to a subpoena or by order of a Court, Arbitrator or Administrative body.

4. For Valid Claims based on ROI Requests for which payment was made to MRO, MRO is solely responsible for payments due to Class Members under this Section. For Valid Claims based on ROI Requests for which payment was made to CIOX, CIOX is solely responsible for payments due to Class Members under this Section. For Valid Claims based on ROI Requests for which payment was made to Medi-Copy, Medi-Copy is solely responsible for payments due to Class Members under this Section. Defendants who did not receive any payments from or on behalf of a Class Member have no responsibility or obligation with respect to that Class Member, and nothing in this Agreement shall be construed as imposing joint or several liability among the Defendants.

5. Except as set forth in paragraphs (c)(4), (d)(1) and (d)(5)(i) and (ii) below, the total of the amounts as calculated above on Valid claims based on ROI Requests for which payment was made to a Defendant is the most that that Defendant will pay under this Settlement.

c. Preliminary Approval and Class Notice

² This provision shall not exclude Persons represented by Class Counsel who are eligible members of the Settlement Class from submitting an Eligible Request.

1. The Preliminary Approval Order. Within fifteen (15) calendar days of the execution of this Amended Agreement, the Parties shall request that the Court enter the Preliminary Approval Order, specifically including provisions that: (a) preliminarily approve the settlement reflected in this Amended Agreement and determine it to be fair, reasonable, and adequate and in the best interest of the Class Members for settlement purposes; (b) conditionally certify the Settlement Class (for settlement purposes only); (c) approve the forms of Class Notice to be provided to the Settlement Class; (d) direct that the Full Class Notice and Proof of Claim be emailed or mailed to each person on the Class List; (e) establish a procedure for Persons in the Settlement Class to object to the settlement or exclude themselves from the Settlement Class, and set a date, not later than ninety (90) calendar days following the date of entry of the Preliminary Approval Order, after which no Person shall be allowed to object to the settlement or exclude himself or herself from the Settlement Class, or seek to intervene in the Action; (f) pending final determination of whether the settlement should be approved, bar all Persons in the Settlement Class, directly, on a representative basis, or in any other capacity, from commencing or prosecuting against any of the Released Parties any action, arbitration, or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims; and (g) pending final determination of whether the settlement should be approved, stay all proceeding in the Action except those related to the effectuation of the settlement. The Preliminary Approval Order also will request the Final Approval Hearing to be held not later than one hundred fifteen (115) calendar days following the date of the entry of the Preliminary Approval Order by the Court. The Parties expressly acknowledge that the claims administration process will not be completed by the date of the requested Final Approval Hearing. The Parties further expressly acknowledge that the Court will schedule the Final Approval Hearing as the Court deems appropriate.

2. Timing of Class Notice. Class Notice shall be sent within thirty (30) calendar days following the date of entry of the Preliminary Approval Order by the Court.

3. Procedure and Format of Class Notice. Each Attorney listed on the Class List shall be emailed a Full Class Notice and Proof(s) of Claim form using the attorney email address maintained by the West Virginia State Bar. To the extent any attorney emails are unavailable or are returned to sender, they will be provided notice by letter at the address reflected on the Class List, as updated by written signed communications and/or the West Virginia State Bar. Each Patient listed on the Class List shall be mailed a Full Class Notice and Proof(s) of Claim form by letter at the address reflected on the Class List, as updated by written signed communications or using the national change of address resources offered by the United States Postal Service. To the extent provided by mail, the Full Class Notice and Proof(s) of Claim may be sent via bulk or standard mail. In the event the Full Class Notice and Proof(s) of Claim are returned undeliverable, absent error on the part of the Claims Administrator, Defendants shall have no further obligation to re-mail same. The Settlement Webpage will be separate and distinct from, and not linked to, any websites belonging to Defendants. Defendants shall mail Full Class Notice and Proof(s) of Claim to any and all patients/clients whose addresses are submitted through the Settlement Webpage, or received from Persons on the Class List, no later than twenty (20) calendar days following receipt of same, provided that the Claim Period has not yet expired.

4. Costs of Notice. Defendants will pay all costs incurred in connection with providing Class Notice based upon their percentage share of the Total Class Value.

d. Claims Administration

1. Administration of the Settlement and Costs. Defendants agree to bear the costs of claims administration. Defendants shall utilize a qualified third party to administer the

settlement and notice of same. Defendants shall share the costs of administration as follows: (i) CIOX- 37.5%; (ii) Medi-Copy- 37.5%; (iii) MRO- 25%.

2. Claims Processing, Administrative Oversight, and Denied Claims.

i. In order to be eligible to receive a Settlement Payment, Claimants must submit one or more Proofs of Claim within the Claim Period indicating the proper party to receive the Settlement Payment. Proofs of Claim are to be submitted by mail to the Claims Administrator or may be submitted electronically via the Settlement Webpage. Defendants will have no obligation to honor any Proof of Claim received with a postmark dated after the end of the Claim Period, even if such claim otherwise would be valid. Defendants will have no obligation to honor any Proof of Claim that is purportedly submitted though the Settlement Webpage, but is not timely received by the Claims Administrator, electronically or otherwise. Defendants will have no obligation to honor any Proof of Claim that is mailed to an address other than that of the Claims Administrator.

ii. To be eligible to receive a Settlement Payment, Class members must (i) fall within the herein defined Settlement Class; (ii) not opt-out of the settlement; (iii) not be deemed ineligible under any other provision of this Amended Agreement; (iv) submit a Valid Claim; and (v) meet other criteria as set forth in this Amended Agreement.

iii. A Proof of Claim shall be deemed invalid and shall not be eligible for compensation under this Amended Agreement if (1) neither the claimant nor anyone authorized to obtain the records on the claimant's behalf appears on the Class List or can otherwise be validated as having paid, or reimbursed an Attorney that paid Defendants fees in excess of the negotiated rate for their subclass during the Class Period; or (ii) a claim for the particular request has already been approved to be paid to another Class Member.

iv. In submitting a Proof of Claim, Class Members must fully complete all portions of said Proof of Claim designated as "required" and must sign the Proof of Claim under penalty of perjury. Any Proof of Claim that is materially false or incomplete with regard to "required" fields, shall be deemed invalid and shall not be eligible for compensation under this Amended Agreement.

v. Within thirty (30) calendar day after the expiration of the Claim Period, Claims Administrator will provide to Class Counsel and Defendants a report (the "Claims Report") providing notice of those Proofs of Claim denied as invalid or otherwise ineligible for a Settlement Payment and stating the reason(s) for the denial. Class Counsel will have sixty (60) calendar days after receiving the Claims Report from Claims Administrator to dispute any such denied claims. Claims that are not timely disputed will remain denied. The parties will attempt in good faith to resolve any disputes as to the propriety of denied claims and, should they fail to resolve any such dispute, either party may submit the dispute to the Court for summary and non-appealable resolution within ninety (90) calendar days of receiving the Claims Report; otherwise, the claims will remain denied. All Proofs of Claim timely submitted to the Court for resolution and determined to be valid by the Court shall be deemed eligible for a Settlement Payment in accordance with this Amended Agreement, provided the Effective Date occurs.

vi. Class Members who timely submit one or more Valid Claims and are eligible for Settlement Payment(s) hereunder shall, provided the Effective Date has occurred, receive a check in the amount of the Settlement Payment(s), mailed to the Person(s) submitting the claim(s). Each check mailed shall bear a conspicuous legend indicating that it will be void if not cashed within one hundred and twenty (120) calendar days after issuance. In the event a Settlement Payment check becomes void or is returned, absent error on the part of the Claims Administrator, the Class Member

shall forfeit his/her right to payment, but this Amended Agreement shall in all other respects be fully enforceable against the Class Member. In the event a Settlement Payment check is returned undeliverable, absent error on the part of the Claims Administrator, Defendants shall have no further obligation to re-mail the Settlement Payment check.

vii. Settlement Payments to Class Members eligible for a Settlement Payment under this Amended Agreement, including Settlement Payments on disputed claims determined to be valid by the Court, shall be made the later of thirty (30) calendar days after the date on which Defendants receive notice of the Court's resolution of all disputed claims or within sixty (60) calendar days after the Effective Date.

viii. Any Class Member who does not submit a Valid Claim, or does not timely cash the settlement check sent to them, shall not be entitled to a Settlement Payment, but shall nonetheless remain a Class Member and be bound by this Amended Agreement and the Release herein, unless a timely opt-out is filed in accordance with the terms set forth herein.

3. Opt-Out Right

i. Persons in the Settlement Class shall be given the opportunity to opt out of participating in the settlement. Each Person in the Settlement Class who wishes to opt out of this Amended Agreement shall do so by serving a written opt-out request, via first class mail, postage pre-paid, which must be postmarked to Claims Administrator within one hundred and five (105) calendar days after the date of preliminary approval of this Amended Agreement.

ii. Opt-out requests must: (i) be signed by the Class Member; (ii) include the full name and address of the Person(s) requesting opt-out, and, if the Person is an Attorney, the name of the patient or client for whom the records were requested; (iii) be timely postmarked and mailed to the address designated in the Class Notice; and (iv) include the following statement: "I/we request to

be excluded from the proposed class settlement in *Thomas M. Wilson, Sr. et al, v. MRO Corporation, et al.* (C.A. No. 2:16-CV-05279, USDC Southern District of West Virginia, Charleston Division)."

No request for opt-out will be honored as valid unless all of the prerequisites described above are adhered to in full. For any Person in the Settlement Class who has more than one claim, the opt-out request must specify each separate claim to be excluded. Claims Administrator will retain a copy of all requests for opt-out and will, upon written request, provide a copy of any such requests to Class Counsel and/or Defendants, along with an affidavit verifying the number of opt-out requests received as of the date of the request. Class Counsel and Defendants will keep any such opt-out information confidential and will use it only for purposes of determining whether a person has properly opted out.

iii. All Persons in the Settlement Class who do not opt-out in accordance with the terms set forth herein will be deemed Class Members, and will, in turn, be bound by all determinations and judgments in the Action.

iv. All Persons in the Settlement Class who opt-out from participation in the settlement will not be eligible to receive any Settlement Payment; will not be bound by any further orders or judgments entered for or against the Settlement Class and will preserve their ability to independently pursue any claims they may have against Defendants or the Released Parties by filing their own lawsuit at their own expense.

4. Objections to the Settlement

i. Class Members who do not request exclusion and have an Eligible Request possess the right to object to the proposed settlement by filing an objection in writing with the Clerk of the Court, located at 300 Virginia Street, East, Suite 2400, Charleston, WV 25301, within one hundred and five (105) days of the date of preliminary approval of this Amended Agreement. The objection must also be mailed to each of the following, postmarked by the last day to file the objection:

(i) Class Counsel: William Tiano, Tiano O'Dell, PLLC, 118 Capitol Street, Charleston, WV 25301; Steven S. Wolfe of Wolfe, White & Associates, 60 Water Street, Logan, West Virginia, 25601; Stephen P. New of Stephen New & Associates, 430 Harper Park Drive, Beckley, West Virginia, 25801; Amanda J. Taylor of Taylor, Hinkle & Taylor, 115 ½ South Kanawha Street, Beckley, West Virginia, 25801; and D. Adrian Hoosier, II, HOOSIER LAW FIRM, PLLC, 213 Hale Street, STE 100, Charleston, West Virginia, 25301 and (ii) counsel for CIOX: Russell Jessee, Steptoe & Johnson, PLLC, P.O. Box 1588, Charleston, West Virginia; counsel for MRO: Keith Whitson, Whiteford, Taylor & Preston LLP, 11 Stanwix Street, Suite 1400, Pittsburgh, Pennsylvania 15222; counsel for Medi-Copy: Robert Bandy, Kay Casto & Chaney, PLLC, P.O. Box 2031, Charleston, WV 25327.

ii. A written objection must include: (i) proof of membership in the Settlement Class including, but not limited to, the full name and address of the objector and the name of the patient(s) for whom the copies of medical records were requested; (ii) the specific grounds for the objection and the reasons why such Class Member desires to appear and/or be heard; (iii) all documents or writings that such Class Member desires the Court to consider.

iii. In order for any objection to be valid, the Class Member responsible for paying or reimbursing the individual that paid Defendants for copies of medical records must: (1) sign the objection; (2) verify that they are the Person out-of-pocket for the costs to obtain copies of medical records from Defendants during the Class Period; and (3) identify the ROI Request(s) providing them standing to assert an objection.

iv. Any Class Member wishing to appear in person at the Final Approval Hearing instead of submitting only a written objection must, along with the required written objection and within ninety (90) calendar days after the date of preliminary approval of this Amended Agreement,

file with the Clerk of the Court, at the above-referenced address, a written notice of intention to appear at the Final Approval Hearing and mail copies of the same to Class Counsel and counsel for Defendants, at the above-designated addresses, postmarked by the last date to file the notice of intention to appear. Only Class Members who submit a written notice of intention to appear will have the right to present their objections at the Final Approval Hearing.

v. Any Class Member who fails to object in accordance with the foregoing shall be deemed to have waived his or her objections and forever be barred from making any objections in the Action.

5. Attorneys' Fees and Incentive Payment to Plaintiff

i. Attorneys' Fees and Costs. Class Counsel will separately move the Court for an order approving an award of attorneys' fees and costs, no later than twenty (20) calendar days prior to the Final Approval Hearing. Plaintiffs' request for attorneys' fees shall not exceed \$640,000, which is equal to 27.5% of the Total Class Value of the Class Settlement. Similarly, all attorneys' fees awarded shall not exceed \$640,000 and shall be split amongst Class Counsel with Wilson Counsel receiving 75% and New Counsel receiving 25%. A copy of said application, as well as copies of all pleadings, and orders relating to attorneys' fees and costs, will be made available for Class Members to review on the Settlement Webpage. Defendants shall pay awarded attorneys' fees and costs to Class Counsel via wire or certified check, within sixty (60) calendar days after the Effective Date. Defendants' respective shares of the attorney fees shall be as follows:

1. CIOX- \$550,000 (85.9%)
2. Medi-Copy- \$80,000 (12.5%)
3. MRO- \$10,000 (1.6%)

ii. Incentive Award. Class Counsel shall apply to the Court for an incentive award in the amount of \$5,000 for each of the Named Plaintiffs. A copy of said application will be made available for Class Members to review on the Settlement Webpage. The settlement itself will not be conditioned upon the Court's approval of the incentive payments to the Named Plaintiffs. If the amount of the incentive payment awarded to each of the Named Plaintiffs does not exceed \$5,000, it shall be paid to each respective Named Plaintiffs via certified check within sixty (60) days after the Effective Date. No interest will accrue on said incentive awards, unless payments are untimely under the terms of this Amended Agreement, in which case interest will be imposed at the applicable West Virginia statutory rate. Class Counsel must submit any motion to approve the incentive award no later than twenty (20) calendar days prior to the Final Approval Hearing. Defendants shall each bear a 1/3 share of the incentive payments awarded to the Named Plaintiffs.

6. Release of Claims

i. As of the Effective Date, Named Plaintiffs, on their own behalf and on behalf of each Class Member, on behalf of their respective heirs, executors, administrators, representatives, agents, attorneys, partners, clients, successors, predecessors-in-interest, assigns, and any authorized users of their accounts acknowledges full satisfaction of and fully, finally, and forever settles with, releases, and discharges the Released Parties of and from all Released Claims. Subject to Court approval of this Amended Agreement, all Class Members shall be bound by this Amended Agreement and all of their claims shall be dismissed with prejudice and released even if they never received personal notice of the Action or the settlement or submitted a Proof of Claim. The effectiveness of this Amended Agreement shall not be conditioned upon approval of the payment or the amount of payment either to Named Plaintiffs or to Class Counsel.

ii. Named Plaintiffs, on their own behalf and on behalf of each Class Member, acknowledge that they are aware that they may hereafter discover facts in addition to, or different from those facts which they now know or believe to be true with respect to the subject matter of the settlement, but that it is their intention to release fully, finally, and forever all Released Claims, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

iii. The releases contained herein shall apply to and bind all members of the Settlement Class who do not opt out including, but not limited to, those Class Members whose Class Notices are returned undeliverable, those who do not negotiate checks sent to them, and/or those for whom no current address can be found through agreed-to efforts as described in the Full Class Notice.

iv. Defendants shall be entitled to keep any non-negotiated or returned checks that are free of error on the part of the Claims Administrator, and shall have no obligation to honor them.

7. Compliance with Class Action Fairness Act (CAFA), 28 U.S.C. § 1715

i. A final hearing will not take place until at least 90 days after the CAFA notices of the proposed Settlement are served on the appropriate federal and state officials, as provided for by CAFA.

ii. Defendants' Counsel shall prepare and serve CAFA Notices required of the Defendants as specified in 28 U.S.C. § 1715. Not later than twenty-one (21) calendar days after compliance with the CAFA Notices requirements, Defendants' Counsel shall file with the Court a declaration stating their compliance with the CAFA Notices requirement and including the date the last such notification was served.

8. Final Approval and Judgment

i. Class Counsel will file a Motion for Final Approval of Settlement no later than ten (10) days before the scheduled fairness hearing.

ii. The Parties agree that they will request the Court to enter the Final Approval Order after the Final Approval Hearing, which shall take place as soon as practicable following the expiration of the opt-out deadline and the deadline for Class Members to file objections (but not earlier than one hundred and fifteen (115) calendar days after the date of the Preliminary Approval Order). The Final Approval Order will, *inter alia*: (a) approve this Amended Agreement as presented and without modification (except insofar as the Parties have agreed to such modification); (b) find that the settlement and this Amended Agreement is fair, just, equitable, reasonable, adequate, and in the best interests of the Settlement Class; and (c) direct the Parties to consummate the Amended Agreement in accordance with its terms. Entry of the Final Approval Order shall not be conditioned or delayed by the Court's failure to approve an attorneys' fees payment to Class Counsel.

iii. The Parties agree that they will request the Court to enter, after the Final Approval Hearing, the Judgment. The Judgment will, *inter alia*:

1. dismiss with prejudice all claims against Defendants in the Action, without fees or costs except as provided in this Amended Agreement;

2. declare that the Class Notice fully complies with the requirements of 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 in this Action;

3. declare that Plaintiffs and the Class Members who have not opted out are bound by this Amended Agreement, including the release of claims set forth herein;

4. permanently enjoin Plaintiffs and the Class Members who have not opted out from prosecuting any Released Claims against the Released Parties; and

5. reserve continuing jurisdiction over the construction, interpretation, implementation, and enforcement of this Amended Agreement and over the administration and distribution of the Settlement Payments.

9. Effect of Settlement

Neither this Amended Agreement nor any act performed or document executed to or in furtherance of the settlement: (1) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; or (2) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, arbitration, or other tribunal. The Released Parties may file the Amended Agreement and/or the Judgment in any pending action that may be brought against 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 similar defense or counterclaim.

10. Defendants' Right to Withdraw/Terminate

i. Effect of Opt-Outs. If the number of Persons in the Settlement Class who opt out exceeds 30% of the Class Members, then Defendants, in their sole discretion, will have the right to terminate their participation in the settlement set forth in this Amended Agreement. Defendants shall have twenty (20) calendar days after the deadline for opt-outs within which to exercise their right to terminate, by filing written notice of the same with the Court and duly serving Named Plaintiffs and Class Counsel with same. If any Defendant terminates the settlement, certification of the Settlement Class will be void as to that Defendant, and no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in the Action. Plaintiff and the opt-out

Defendant will be returned to their positions status quo ante with respect to the Action as if the settlement had not been entered into, and will agree to refrain from opposing any resultant and reasonable application to further extend the discovery period.

ii. Failure of Conditions. If, for any reason, all of the conditions regarding the Effective Date are not met and this settlement fails to become effective, or the Judgment is not entered, any and all orders, judgments, and/or dismissals entered or to be entered pursuant to this Amended Agreement shall be vacated, and the Parties shall be returned to the status quo ante with respect to the Action as if this Amended Agreement had never been entered into. In such an event, the Parties agree to refrain from opposing any resultant and reasonable application to further extend the discovery period.

11. Evidentiary Preclusion. In the event that the settlement set forth in this Amended Agreement is not approved as presented, or Defendants withdraw from the settlement as set forth above, the Parties agree that neither the settlement terms nor any publicly disseminated information regarding the settlement, including, without limitation, the Class Notice, court filings, orders, and public statements, may be used as evidence for any purpose whatsoever. In addition, neither the fact of, nor any documents relating to, Defendants' compliant withdrawal from the settlement, any failure of the Court to approve the settlement, and/or any objections or interventions may be used as evidence for any purpose whatsoever.

12. Stay/Bar of Other Proceedings. All proceedings in the Wilson Action will be stayed following Preliminary Approval of the settlement, except as may be necessary to implement the terms or comply with the terms of the settlement set forth in this Amended Agreement. Parties to the New Action agree to inform that Court that the Parties have reached an agreement to pursue settlement in the Wilson Action and that they desire a continued stay of

that action to facilitate the approval of the settlement described in this Amended Agreement. Pending determination of whether the settlement should be granted final approval, the Parties agree not to pursue in the Wilson Action or New Action any claims or defenses otherwise available to them in the Action, and agree to refrain from commencing or prosecuting against any of the Released Parties any action or proceeding asserting any of the Released Claims on behalf of any Person in the Settlement Class. Upon Final Approval, the Parties who are also parties to the New Action agree to jointly seek dismissal of the New Action.

13. Non-Disparagement. Any oral communications regarding this matter or its settlement to the public or media shall be consistent with the Amended Agreement and the language contained in the Court's Orders relating to the instant settlement. No party shall disparage the other in any fashion.

14. Confidentiality. This Amended Agreement and any and all drafts of it and other settlement documents will remain confidential and will not be disclosed or duplicated except as necessary to obtain preliminary approval and/or final court approval, and as set forth in paragraph IV.d.9 herein. It is agreed that the originals and all copies of all confidential settlement documents in the Action shall be maintained confidentially, pursuant to the terms herein, for a period of five years after the Effective Date, and then shall be destroyed.

i. Within one hundred and twenty (120) days after the Effective Date, any materials or copies thereof deemed "Confidential" pursuant to the Protective Order entered in the Action and/or any PHI in the possession of the parties shall be returned to the disclosing party or destroyed. Each "disclosing" party shall maintain any materials or copies thereof that it marked "Confidential" pursuant to the Protective Order entered in the Action for a period of five years after the Effective Date.

15. General Provisions

i. This Amended Agreement constitutes the entire agreement between and among the Parties with respect to the settlement of the Action. This Amended Agreement supersedes all prior negotiations and agreements and may not be modified or amended except by a writing signed by or on behalf of Plaintiffs, the Settlement Class, Defendants, and their respective attorneys. Such a writing may be executed in counterparts.

ii. The Parties hereto shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Amended Agreement.

iii. This Amended Agreement may be signed in one or more counterparts.

iv. No Party to this Amended Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Amended Agreement

v. The terms of this Amended Agreement are contractual and are the result of negotiation among the Parties. Each Party, in consultation with his, her, or its attorneys, has cooperated in the drafting and preparation of this Amended Agreement. Hence, in any construction to be made of this Amended Agreement, the same shall not be construed against any Party. In addition, no Party may seek to rescind this Amended Agreement on the grounds of mistake either of fact or law. This Amended Agreement has been carefully read by each of the Parties, or their responsible officers thereof, and its contents are known and understood by each of the Parties. This Amended Agreement is signed freely by each Party executing it.

vi. The individual(s) executing this Amended Agreement on behalf of any Party represent that he or she is fully authorized to execute this Amended Agreement on such Party's behalf. Each Party to this Amended Agreement warrants that he, she or it is acting upon

his, her, or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Amended Agreement.

vii. Each and every Exhibit to this Amended Agreement is incorporated herein by this reference as though fully set forth herein.

viii. The waiver by one Party of any breach of this Amended Agreement by any other Party shall not be deemed a waiver, by that Party or by any other Party, of any other prior or subsequent breach of this Amended Agreement.

ix. This Amended Agreement shall be construed, enforced, and administered in accordance with the laws of the State of West Virginia.

x. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Amended Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Amended Agreement.

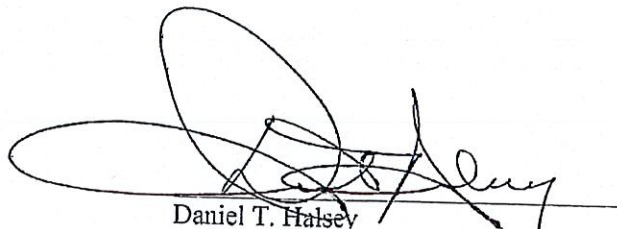
IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed by duly authorized representatives on the dates indicated below.

[Signatures appear on the following five (5) pages]

Dated this ____ day of _____, 2023.

Thomas M. Wilson, Sr.

Dated this 17TH day of OCTOBER, 2023.



Daniel T. Halsey

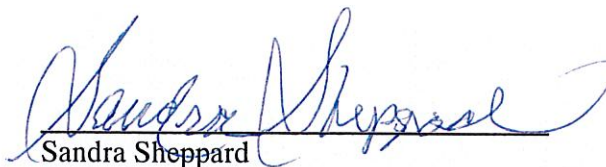
Dated this 12 day of October, 2023.



Jason Grazuties

Jason Grazuties

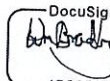
Dated this 13 day of October, 2023.



Sandra Sheppard

Dated this 16th day of October, 2023.

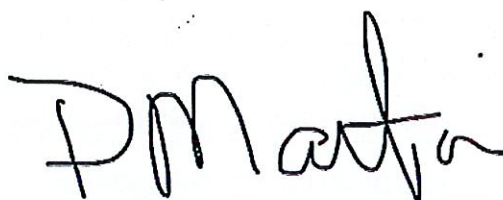
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1B5C64F58F87407

Pamela Bradley, Executrix of the Estate
of Robert Bradley

Dated this 19 day of October, 2023.



Deborah Martin, Executrix of the Estate
of Arvada Martin

Deborah Martin, Executrix of the Estate
of Arvada Martin

Dated: 10/19/2023, 2023

PLAINTIFF Lisa New

Lisa New
Lisa New

Dated: 10-19-2023, 2023


PLAINTIFF Robert Stratton


Robert Stratton

Dated: 10/19/2023, 2023

DEFENDANT CIOX HEALTH, LLC

Susan Lawlor
By: _____

DocuSigned by:
Susan Lawlor
Its:  _____
61C4CF3872C04E3...

Dated: _____, 2023

DEFENDANT MEDI-COPY SERVICES, INC.

By: _____

Its: _____

Dated: _____, 2023

DEFENDANT MRO CORPORATION

By: _____

Its: _____

Dated: _____, 2023


DEFENDANT CIOX HEALTH, LLC

By: _____

Its: _____

Dated: 10/19/2023, 2023


DEFENDANT MEDI-COPY SERVICES, INC.

By:  _____
821AFC6EDC564A0...

Its: chief financial officer

Dated: 10/19/2023, 2023

DEFENDANT MRO CORPORATION

By:  _____
821AFC6EDC564A0...

Its: chief financial officer

AGREED AS TO FORM:

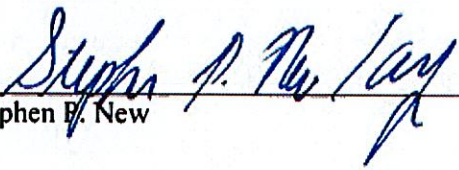
Dated: October 20, 2023

Attorney for Plaintiffs:
TIANO O'DELL PLLC

By: 
William Tiano

Dated: October 20, 2023

Attorney for Plaintiffs:
THE LAW OFFICE OF STEPHEN P. NEW

By: 
Stephen P. New

Dated: October 20, 2023

Attorney for Plaintiffs:
HOOSIER LAW FIRM, PLLC

By: 
D. Adrian Hoosier

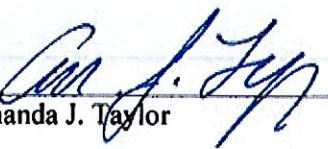
Dated: October 20, 2023

Attorney for Plaintiffs:
WOLFE, WHITE & ASSOCIATES

By: 
Steven Wolfe


Dated: October 20, 2023

Attorney for Plaintiffs:
TAYLOR, HINKLE & TAYLOR, INC.

By: 
Amanda J. Taylor

Dated: October 20, 2023

**Attorney for CIOX Health, LLC:
DINSMORE & SHOHL LLP**

By: 

Javier F. Flores

Dated: Oct. 20, 2023

**Attorney for CIOX Health, LLC:
STEPTOE & JOHNSON PLLC**

By: 

Russell D. Jessee

Dated: _____, 2023

**Attorney for MRO CORPORATION:
WHITEFORD, TAYLOR & PRESTON, LLP**

By: _____
Keith E. Whitson

Dated: _____, 2023

**Attorney for MEDI-COPY SERVICES, INC:
KAY CASTO & CHANEY PLLC**

By: _____
Robert L. Bandy

Dated: _____, 2023

**Attorney for CIOX Health, LLC:
DINSMORE & SHOHL LLP**

By: _____
Javier F. Flores

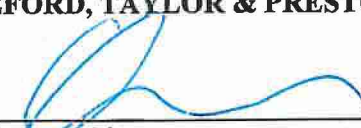
Dated: _____, 2023

**Attorney for CIOX Health, LLC:
STEPTOE & JOHNSON PLLC**

By: _____
Russell D. Jessee

Dated: October 20, 2023

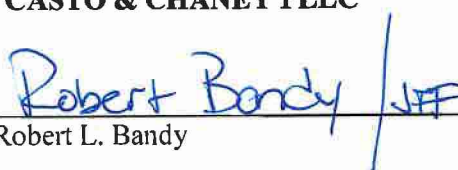
**Attorney for MRO CORPORATION:
WHITEFORD, TAYLOR & PRESTON, LLP**

By: 

Keith E. Whitson

Dated: October 20, 2023

**Attorney for MEDI-COPY SERVICES, INC:
KAY CASTO & CHANEY PLLC**

By: 

Robert L. Bandy

Dated this 25th day of October, 2023.

THOMAS M WILSON SR
Thomas M. Wilson, Sr.

EXHIBIT A

Medical Providers with whom Defendants contracted to provide ROI services and/or medical records services during the Class Period.

I. CIOX

1. Cambridge Area Medical Center (“CAMC”)
2. CAMC Sports Medicine
3. CAMC Surgery Clinic
4. CAMC Vascular Medical Ctr.
5. CAMC Vascular Center of Excell
6. CAMC Renal Transplant
7. CAMC Medicine Clinic
8. CAMC Pediatric Clinic
9. CAMC Weight Loss Clinic
10. CAMC Teays Valley Hospital
11. Cabell Huntington Hospital
12. Logan General Hospital
13. St. Francis Hospital
14. St. Mary’s Hospital
15. Bluefield Regional Medical Center
16. HCA Richmond
17. Summersville Regional Medical Center
18. Greenbrier Valley Medical Center
19. Thomas Memorial Hospital
20. River Park Hospital
21. Welch Emergency Hospital
22. St. Joseph’s Hospital
23. Williamson Memorial Hospital
24. Healthsouth Western Hills Regional
25. Wheeling Hospital
26. Logan Regional Medical Center
27. Logan Regional Hospital
28. Raleigh General Hospital
29. Mon General Hospital
30. CAMC Urology of Charleston
31. CAMC Teays Valley Urology
32. CAMC Urologic Surgery Center
33. CAMC Teays Valley Orthopedics

34. CAMC Teays Valley Neurology
35. CAMC Plastic Surgery Center
36. CAMC Facial Surgery II
37. CAMC David Lee Cancer Center
38. CAMC Charleston Heart Spec
39. CAMC Cardiothoracic Surgery
40. CAMC Cardiology Summersville
41. CAMC Associated Cardiology
42. CAMC Wound Clinic
43. CAMC Primary Care Nitro
44. CAMC Adult Neurology
45. CAMC Orthopedic Trauma
46. CAMC Physicians Ortho Surgery
47. CAMC Pain Management
48. CAMC Family Medicine Center
49. CAMC Vascular Surgery
50. CAMC Pediatric Surgery
51. CAMC Pediatric ENT
52. CAMC Infectious Disease MSOB
53. CAMC Facial Surgery I
54. Cross Lanes Urgent Care
55. Thomas Health System Physician Partners (“THS PP”)
56. THS PP Thomas Care Clinic (South Charleston)
57. THS PP Endocrinology Assoc
58. THS PP South Charleston Family
59. THS PP Kanawha Urology Assoc
60. THS PP Saint Albans Family
61. THS PP Surgical Assoc
62. THS PP Orthoclinic
63. THS PP VASCULAR SURGERY
64. THS PP Pulmonology Critical
65. THS PP Kanawha Endocrinology
66. THS PP Family Practice Assoc
67. THS PP Orthopaedic Surgery
68. THS PP Family Care
69. THS PP Healthscopt Family Care
70. THS PP Urology
71. THS PP South Charleston Intern
72. THS PP Oncology Services
73. THS PP TMH Division St Primary
74. THS St Francis Primary Care
75. THS PP TMH Primary Care
76. THS PP SFH Pro Endo Assoc

77. THS PP TMH Family Med Assoc
78. THS PP Thomas Care Clinic (Nitro)
79. Saint Francis Gastroenterology
80. St. Francis Pain
81. St. Francis First
82. THS PP Living Well Med Ctr
83. THS PP General & Onc Surgery
84. THS PP Summit Ortho Dr Stover
85. Ashton Medical Associates
86. Cross Lanes Internal Medicine
87. Cross Lanes Family Practice
88. HealthSouth Mountain View
89. Kanawha Valley Neurology
90. Oceana Medical Center
91. Logan Regional Physicians Prac
92. Roane General Hospital
93. National Spine & Pain Ctr
94. Huntington Internal Med Group
95. Rite Aid WV
96. Robert C. Byrd Clinic
97. HealthSouth Outpatient
98. K Mart Pharmacy
99. Summersville Outpatient Center
100. Wedgewood Family Suncrest
101. Wedgewood Family Westover
102. Wal Mart Stores
103. Vaught Neurological Services
104. Valley Health- Carl Johnson
105. Valley Health Highlawn
106. Valley Health- East Huntington
107. Valley Health- Huntington
108. Valley Health Hurricane
109. Valley Health Grant
110. Valley Health-Milton Family
111. Valley Health-Southside
112. Valley Health- Westmoreland
113. Family Care Childrens Medical
114. CAMC Teays Valley Madison
115. THS PP St Francis Wound Care
116. THS PP Pulmonology
117. Thomas Care Clinic WVSU
118. Thomas Care Clinic Oakwood Rd

II. Medi-Copy

1. Logan General Hospital
2. Logan Regional Medical Center
3. Logan Regional Physician Practice
4. Dr. Amy Sayre
5. Dr. Dolores Santamaria
6. Dr. Jeffrey Shook
7. Dr. Jian Kang
8. Dr. Kamel Marzouk
9. Drs. Kozhaya Mallah and Saleh El-Bash
10. Dr. Moanis Omar
11. Dr. Nicole Lackey-Dillon
12. Dr. Robert McCleary
13. Dr. Robert Perez
14. Dr. William Mullen
15. Dr. Ziad Salem
16. Valley Health
17. Huntington Internal Medicine Group
18. Pulmonary Associates of Charleston
19. Raleigh General Hospital
20. South Charleston Cardiology Associates
21. St. Joseph's Hospital of Buckhannon
22. West Virginia Heart & Vascular
23. Cornerstone Hospital

III. MRO

1. Cabell Huntington Hospital
 - a. Cabell Huntington Cancer Center
 - b. The Center for Wound Healing
 - c. CHH Pain Management Center
 - d. Perinatal Center
 - e. Cabell Huntington Home Health
 - f. The Counseling Center
 - g. Cabell Plaza
 - h. Cabell Surgery Center
 - i. Huntington Women's Health
 - j. Pulmonary Rehabilitation
2. Amedisys
 - a. Amedisys Home Health Care

- b. Home Health, Ripley, WV
 - c. Home Health, Anmoore, WV
 - d. Home Health, Beckley, WV
 - e. Home Health, Wheeling, WV
 - f. Home Health, Huntington, WV
 - g. Home Health, Charleston, WV
 - h. Home Health, Fayetteville, WV
 - i. Hospice of Anmoore
 - j. Home Health, Morgantown, WV
 - k. Home Health, Vienna, WV
 - l. Home Health, Bluefield, WV
 - ~~m.~~ Home Health, Ronceverte, WV
 - n. Hospice of Bluefield
 - k. Hospice of Morgantown
 - l. Hospice of Morgantown
 - m. Hospice of Parkersburg
 - n. Hospice of Wheeling
3. BWI Record Center, Kenna, WV