

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Settlement Agreement”) is entered into on this between and among: Timothy Rave (“Plaintiff”), individually and as the representative of the Settlement Class as defined below, and Infinity Healthcare, Inc. and Infinity Healthcare Physicians, S.C. (collectively “Defendants”) in order to effect a full and final settlement and dismissal with prejudice for all claims against Defendants alleged in the putative class action lawsuit captioned *Timothy Rave v. Infinity Healthcare, Inc. et al.*, Case No. 2019CV003073 (Milwaukee County Circuit Court) (“the Case”), on the terms set forth below and to the full extent reflected herein. Capitalized terms shall have the meaning ascribed to them in this Settlement Agreement. Plaintiff and Defendants are referred to herein as a “Party” or collectively as the “Parties.”

Recitals

- A. **WHEREAS**, Plaintiff and Defendants are parties to the Case;
- B. **WHEREAS**, Plaintiff filed the Case on behalf of himself and a proposed class of similarly-situated individuals who requested either their own health care records or authorized another person in writing to obtain their health care records from Defendants, and to whom Defendants charged a base, basic, retrieval, certification, and/or other fee for producing copies of the health care records;
- C. **WHEREAS**, Plaintiff alleged that certain charges to the proposed class for base, basic, retrieval, certification, and/or other fees were unlawful;
- D. **WHEREAS**, Defendants have asserted defenses to Plaintiff’s claims and denied any liability;
- E. **WHEREAS**, as a result of extensive arm’s-length negotiations, including a mediation session before former federal Magistrate Judge David Jones and numerous follow-up negotiations via email and by telephone, Plaintiff, Welcenbach Law Offices, Jones & Hill LLC, and Borison Firm LLC (the latter three, “Plaintiff’s Class Counsel”), and Defendants have entered into this Settlement Agreement;
- F. **WHEREAS**, Plaintiff and Defendants have agreed to settle the Case, including the claims on behalf of the Settlement Class, in order to avoid further litigation and expenses, without admission of liability by any Party;

NOW, THEREFORE, without any admission or concession by Plaintiff or Plaintiff’s Class Counsel of any lack of merit to the allegations and claims and without any admission or concession by Defendants of any liability or wrongdoing on the merits or lack of merit in their defenses or to the propriety of class treatment of Plaintiff’s claims in a non-settlement context, in consideration of the mutual covenants and terms contained herein and subject to the Order of Final Approval of the Milwaukee County Circuit Court (the “Court”), Plaintiff, Plaintiff’s Class Counsel, and Defendants agree as follows:

Mutual Covenants

1. Settlement Class. The Parties agree that the Settlement Class shall be as follows:

All persons in Wisconsin:

- (i) who were a patient of one or both Defendants and requested their own health care records or authorized another person in writing to obtain his or her health care records from one or both Defendants; and
- (ii) were charged a base, basic, retrieval, certification and/or other fee by Defendants for certification of copies and/or for a retrieval fee for all copies requested, in excess of \$1.00 per copy page;
- (iii) during the six (6) year period preceding the commencement of this action on April 18, 2019, through the date of final approval of the Settlement Class.

The Class specifically excludes the following persons or entities: (i) Defendants, any predecessor, subsidiary, sister and/or merged companies, and all of the present or past directors, officers, employees, principals, shareholders and/or agents of the Defendants; (ii) any and all Federal, State, County and/or Local Governments, including, but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, councils and/or any other subdivision, and any claim that such governmental entities may have, directly or indirectly; (iii) any currently-sitting Wisconsin state court Judge or Justice, or any federal court Judge currently sitting in Wisconsin, and the current spouse and all other persons within the third degree of consanguinity to such judge/justice or (iv) any law firm of record in these proceedings, including any attorney of record in these proceedings; (v) any person or entity who would otherwise belong to the class but who Defendants can identify as being charged a fee, either directly or indirectly through a person authorized in writing, but said fee was not collected or paid to Defendants by anyone.

2. Settlement Amount. Each Settlement Class member who submits a verified claim, approved by the entity charged with administering the Settlement (the "Settlement Administrator"), consistent with its obligations below, shall be entitled to receive a Settlement payment up to four times the amount that the Settlement Class member paid in base, basic, retrieval, certification and/or other fees to Defendants. Defendants have agreed to honor valid claims up to a total of two million dollars (\$2,000,000.00) (the "Settlement Amount"). The Parties agree that the Settlement Amount represents Defendants' maximum obligation to the Settlement Class and, in the event that the total amount of valid claims exceeds the Settlement Amount, the payments to each class member who submits a valid claim will be reduced pro rata such that Defendants' maximum responsibility will not, under any circumstances, exceed the Settlement Amount. Within thirty (30) days of the Court's entry of a final order approving the Settlement (the "Order of Final Approval and Judgment"), Defendants agree to initially endow a fund (the "Payment Fund") in the amount of two hundred fifty-two thousand dollars (\$252,000.00) for purposes of making payments to Settlement Class members who submit verified claims. Should the verified claims exhaust the initial endowment, Defendants agree to contribute additional funds to the Payment Fund sufficient to cover the verified claims, up to the Settlement Amount. As soon as is practicable following payment of all verified claims, the Payment Fund shall be wound down. Consistent with Wisconsin Statutes section 803.08(10), any residual funds remaining from the Payment Fund following the claim period shall be distributed in equal proportion to the University of Wisconsin Consumer Law Clinic and WisTAF.

3. Notice to Class Members. Should the Court issue an order preliminarily approving this Settlement Agreement (the “Order of Preliminary Approval”), the Parties agree to provide notice of this Settlement Agreement to the Settlement Class members, as identified in records provided by Defendants during the course of the Case. Subject to the Court’s approval of the notice in substantially in the form of the notice attached to this Settlement Agreement as **Exhibit A** (the “Notice”) (which is required for this Settlement Agreement to be effective), the Parties agree to use the Notice and agree that the Notice satisfies the requirements for such a notice under Wisconsin Statutes sections 803.08(4) and 803.08(9), including by explaining that the Settlement Class members have the right to: (i) receive a Settlement payment if they make a valid claim within the claim period; (ii) request exclusion from the Settlement; or (iii) object to the Settlement. The Parties also agree that the Notice shall attach a claim form that Settlement Class members must use to submit a valid claim. Subject to the Court’s approval of the claim form in substantially the form attached to this Settlement Agreement as **Exhibit B** (the “Claim Form”) (which is required for this Settlement Agreement to be effective), the Parties agree to use the Claim Form.

4. Valid Claims. To be entitled to a Settlement payment described above, a Settlement Class member must submit a verifiable Claim Form to the Settlement Administrator within sixty days of the Settlement Administrator issuing to the Class member the Notice. Separate Claim Forms and corresponding proof of payment must be submitted for each unique payment made by the claimant. A Claim Form can be verified only if it is submitted in the form attached to the Notice and includes a signed certification containing the following attestations:

- (i) That the Settlement Class member has read the Notice and agrees to the terms of the Settlement Agreement;
- (ix) That the Settlement Class member has read and understands the Claim Form;
- (ix) That the information provided in the Claim Form is accurate and complete;
- (ix) That the Settlement Class member believes in good faith that he or she is a member of the Settlement Class because:
 - [a] The Settlement Class member requested directly, or through another authorized in writing, to obtain their health care records; and
 - [b] The Settlement Class member was charged, directly or indirectly, for base, basic, retrieval, certification, and/or other fees;
- (ix) That the Settlement Class member is not submitting a claim as an individual or entity or on behalf of any of the individuals or entities that are excluded from the certified Settlement Class;
- (vi) That the Settlement Class member has not submitted any other Claim for the same payments and has not authorized any other Person or entity to do so, and knows of no other

Person or entity having done so on the Class member's behalf;

(vii) That the Settlement Class member will timely provide any additional information requested by the Settlement Administrator to validate the Class member's Claim;

(viii) That the Settlement Class member understands that by submitting a Claim Form, the effect is the same as if the Class member had given a complete Release of all settled Claims; and

(ix) That the Settlement Class member understands that claims may be audited for veracity and accuracy and that Claim Forms that are not verified and/or that are illegible will be rejected.

5. Objections. Settlement Class members may object to the terms of the Settlement Agreement. Any such objection must be filed with the Court and received by counsel for the Parties and the Settlement Administrator within sixty (60) days of the Settlement Administrator issuing the Notice to the objecting Settlement Class member. To be effective, the objection must: (i) reference the Case; (ii) provide the contact information for the objecting Settlement Class member; (iii) provide the information required in the Claim Form to substantiate that the claimant belongs to the Settlement Class; (iv) provide a written explanation of the grounds for the objection; (v) indicate whether the objecting Settlement Class member intends to appear at the hearing on the motion for Final Approval; and (vi) be signed by the Settlement Class member. Any objecting Settlement Class member consents to deposition at the request of either Party and any such deposition shall occur prior to the hearing on the motion for Final Approval. Any Settlement Class member who fails to timely object as provided herein shall waive all objections to the Settlement Agreement.

6. Opt-Out Requests. Any Settlement Class member who wishes to opt-out of this Settlement Agreement shall submit a request in writing to the Settlement Administrator within sixty (60) days of the Settlement Administrator issuing Notice to the Settlement Class member who wishes to opt-out. A request to opt-out of the Settlement Agreement is effective only if in writing and only if it contains the following information: (i) the contact information for the Settlement Class member; (ii) the information required in the Claim Form to substantiate that the claimant belongs to the Settlement Class; and (iii) an unequivocal statement that the Settlement Class member wishes to opt-out of this Settlement Agreement. Settlement Class members who request to opt-out waive any objections to the Settlement Agreement. Any Settlement Class member who does not timely submit a request to opt-out of the Settlement Agreement will be deemed to be a member of, and will be included within, the Settlement Class.

7. Settlement Administrator. The Settlement Administrator shall be responsible for: disseminating the Notice to the Settlement Class; processing Claim Forms, opt-out requests, and objections; distributing payments to verified claimants from the Settlement Class; and other tasks inherent in carrying out those responsibilities. To prevent the payment of unverified and/or fraudulent claims, the Settlement Administrator shall use adequate and customary procedures to: track outgoing Notices and Claim Forms; screen incoming claim forms, requests to opt-out, and objections; monitor for duplicate claims; and otherwise review the claims for evidence of fraud, including through review and comparison of records from Defendants associated with the charges at issue. The Parties also shall have the right to audit the claims. If the Parties or the Settlement Administrator have reason to suspect a claim is unverifiable and/or fraudulent, they

can require the claimant to produce information sufficient to remove any suspicion before the claim can be verified and the claimant receive any payment on the claim. The Settlement Administrator shall, including through the use of Defendants' business records if necessary, validate or reject all Claim Forms within sixty (60) days of receipt of the claim. At least fourteen (14) days prior to the hearing on the motion for Final Approval, the Settlement Administrator shall provide the Parties with a declaration stating that Notice was provided as required herein and providing a breakdown of all potential responses to the Notice, including by indicating which Notices were returned undelivered, which resulted in Class members submitting Claim Forms, and which resulted in claimants responding other than by submitting Claim Forms—where the claimant either elected to opt out of the class or responded with an objection to the Settlement Agreement. Defendants shall pay the Settlement Administrator a fee not to exceed forty-five thousand dollars (\$45,000.00). The Settlement Administrator's fee to be paid by Defendants will not be drawn from the Payment Fund. Any administration costs charged by or owed to the Settlement Administrator in excess of forty-five thousand dollars (\$45,000.00) shall be paid by Plaintiff's Class Counsel out of any attorney's fees the Court awards them. Subject to the Court's approval, the Settlement Administrator shall be American Legal Claims. Any fees less than forty-five thousand dollars (\$45,000.00) shall revert to Defendants.

8. Award to Plaintiff. Subject to the Court's approval, within thirty (30) days of the entry of the Order of Final Approval, Defendant shall pay Plaintiff an incentive fee of seven thousand five hundred dollars (\$7,500.00). The incentive fee will not be drawn from the Payment Fund. If the Court denies, in whole or in part, this incentive fee award, the remainder of the terms in this Settlement Agreement shall remain in effect. No interest will accrue on any incentive fee award at any time. In no event shall Defendants be obligated to pay to Plaintiff any amount larger than the lesser of: (i) seven thousand five hundred dollars (\$7,500.00) or (ii) the amount approved by the Court.

9. Award of Attorney's Fees and Costs. Plaintiff's Class Counsel may request that the Court award Plaintiff's Class Counsel not more than five hundred thousand dollars (\$500,000.00) as compensation for Plaintiff's Class Counsel's fees and costs in this matter. Defendants will not oppose the fee request and agree to pay the amount the Court orders within thirty (30) days of the entry of the Order of Final Approval, provided that amount does not exceed five hundred thousand dollars (\$500,000.00). The amount paid by Defendants to compensate Plaintiff's Class Counsel will not be drawn from the Settlement Amount. If the Court denies, in whole or in part, Plaintiff's Class Counsel's fee award request, the remainder of the terms in this Settlement Agreement shall remain in effect. Plaintiff and Plaintiff's Class Counsel further agree to indemnify and hold harmless Defendants from any claims for legal fees, costs or expenses that may be asserted by any other lawyer or law firm in connection with the Case or Plaintiff's claims. No interest will accrue on any Plaintiff's Class Counsel fee award at any time. In no event shall Defendants be obligated to pay to Plaintiff's Class Counsel any amount larger than the lesser of: (i) five hundred thousand dollars (\$500,000.00) or (ii) the amount approved by the Court.

10. Effective Date. The Effective Date of this Settlement Agreement shall be the date on which the Final Order of Approval and Judgment becomes final. That Order will be final on the date: (i) when the time to appeal has expired, if the Order or Judgment is not appealed, or (ii) if the Order or Judgment is appealed, when all appeals, including motions for reconsideration, petitions for review, or other forms of review have been disposed of in a manner that affirms the Order and Judgment

11. Defendants Released. Upon the Effective Date, Plaintiff and all members of the Settlement Class who do not timely elect to be excluded from the Settlement Agreement, for themselves and for their insurers, successors, assigns, employees, attorneys, agents, heirs, administrators, spouses (and in the case of an entity class member, for itself, its parent company, subsidiaries, affiliated entities, insurers, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents) (hereinafter collectively, "Releasing Parties"), release and discharge Defendants, their parent company, subsidiaries, affiliated entities, insurers, predecessors, successors, assigns, officers, directors, shareholders, employees, attorneys and agents from any and all claims, known or unknown, which the Releasing Parties now have or in the future may have arising from any base, basic, retrieval, certification and/or other fees the Releasing Parties were charged by Defendants, including but not limited to all claims which were asserted or could have been asserted in the Case. For the avoidance of doubt nothing in this agreement or this release provision is (i) intended to release or waive any right or claim to enforce the terms of this Agreement and the Settlement or (ii) intended to release claims that are wholly unrelated to any fees charged to members of the Settlement Class.

12. California Civil Code Section 1542. Plaintiff expressly understands and acknowledges that he and all Class members will be deemed by the Order of Final Approval and Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

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

Plaintiff and Class members expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

13. Settlement Procedure. As soon as is practicable after execution of this Settlement Agreement by the Parties, Plaintiff shall move the Court: (i) for an Order of Preliminary Approval of the Settlement Agreement that includes the provisions detailed below, (ii) for approval of the Notice and Claim Form, and (iii) to set a hearing to address Plaintiff's motion for Final Approval of the Settlement Agreement. Defendants shall appear at the hearing on the motion for Preliminary Approval to confirm their agreement to the terms of the Settlement Agreement, but Defendants shall have no other obligation with respect to Plaintiff's motion for Preliminary Approval. After (i) the Settlement Administrator has issued all Notices, and sixty days have passed from the date the Notices were issued, and (ii) the Settlement Administrator has processed and validated all Claim Forms, but no later than fourteen (14) days before the hearing on the motion for Final Approval, Plaintiff shall move for entry of the Final Approval and Judgment that includes the provisions detailed below, and shall include in that motion a request to dismiss the Case with prejudice. Plaintiff shall include in his motion for Final Approval the declaration from the Settlement Administrator regarding the results of the administration of this Settlement Agreement.

14. Order for Preliminary Approval. The Order for Preliminary Approval shall,

among other things:

- (i) Preliminarily approve the Settlement
- (ii) Require the dissemination of the Notice and the taking of all necessary and appropriate steps to accomplish this task;
- (iii) Determine that the Notice complies with all legal requirements, including, but not limited to, Wisconsin Statute section 803.08 and due process requirements under the United States and Wisconsin Constitutions;
- (iv) Schedule a date and time for a hearing to determine whether the Settlement is fair, reasonable, and adequate, and should be finally approved by the Court;
- (v) Require that members of the Class who wish to exclude themselves to submit an appropriate and timely written request for exclusion as directed in this Settlement Agreement and Notice and that a failure to do so shall bind those Class members who remain in the Class;
- (vi) Require Class members who wish to appear to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in the Settlement Agreement and Notice;
- (vii) Issue a preliminary injunction enjoining potential Class members, pending the Court's determination of whether the Settlement should be given Final Approval, from challenging in any action or proceeding any matter covered by this Settlement, except for proceedings in this Court to determine whether the Settlement will be given Final Approval;
- (viii) Appoint the Settlement Administrator;
- (ix) Authorize and direct Defendants to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and
- (x) Issue other related orders to effectuate the preliminary approval of the Settlement Agreement.

15. Order for Final Approval and Judgment. The Order for Final Approval and Judgment shall, among other things:

- (i) Find that the Court has personal jurisdiction over Plaintiff and all Class members, that the Court has subject matter jurisdiction over the claims asserted in the Case, and that venue is proper;
- (ii) Finally approve the Settlement Agreement and settlement, pursuant to Wisconsin Statute section 803.08;
- (iii) Finally certify the Class for settlement purposes only;
- (iv) Find that the Notice and the Notice dissemination methodology complied with all

- laws, including, but not limited to, Wisconsin Statute section 803.08 and the due process requirements of the United States and Wisconsin Constitutions;
- (v) Dismiss the Case with prejudice and without costs (except as provided for herein as to costs) as against Defendants;
 - (vi) Incorporate the release set forth in the Settlement Agreement and make the release effective as of the date of the Order of Final Approval and Judgment;
 - (vii) Issue a permanent injunction enjoining Class members from challenging in any action or proceeding any matter covered by this Settlement;
 - (viii) Authorize and direct the Parties to implement the terms of the Settlement Agreement;
 - (ix) Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Order and Judgment, and for any other necessary purpose; and
 - (x) Issue related Orders to effectuate the Final Approval of the Settlement Agreement and its implementation.

16. Modification or Termination of Settlement Agreement. Within fifteen (15) days after the occurrence of any of the following events and upon written notice to counsel for the Parties, a Party shall have the right to withdraw from the Settlement and terminate the Settlement Agreement:

- (i) If the Court fails to approve the Settlement Agreement as written or if on appeal the Court's approval is reversed or modified;
- (ii) If the Court materially alters any of the terms of the Settlement Agreement, except that a reduction in a fee award for Plaintiff's Class Counsel or an incentive fee award for Plaintiff shall not be deemed to be a material alteration because neither is a condition of the Settlement Agreement; or
- (iii) If the Court fails to issue either the Order of Preliminary Approval or the Order of Final Approval and Judgment, or either Order is reversed or modified on appeal, or otherwise fails for any reason.
- (iv) Defendants fail to make the payments toward the Payment Fund under this Agreement timely and completely.

In the event of a withdrawal pursuant to this section, any certification of a Class for purposes of settlement will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement without prejudice to any then-existing right, claim, or defense.

If Settlement Class members properly and timely submit requests to opt out of the Class in compliance with the procedures detailed herein, thereby becoming "Opt-Outs", and the number of

Opt-Outs exceeds one thousand (1,000), then at their sole election, Defendants may withdraw from and terminate the Settlement Agreement. In order to elect to withdraw from the Settlement and terminate this Settlement Agreement on the basis set forth in this section, Defendants must notify Plaintiff's Class Counsel in writing of its election to do so within ten (10) business days after the Settlement Administrator provides a complete list of Opt-Outs to the Parties. In that event, all of Defendants' obligations under this Settlement Agreement shall be null and void, and the Parties shall be restored to their litigation position existing immediately before the execution of this Settlement Agreement, without prejudice to any then-existing right, claim, or defense. In the event the Settlement Agreement is terminated, it shall not be offered in evidence or used in any litigation for any purpose, including the existence, certification or maintenance of any proposed or existing class or the amenability of these or similar claims to class treatment. In the event of termination, all negotiations, proceedings, documents prepared and statements made in connection with Settlement shall be without prejudice to any Party or Class member and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose.

17. No Acknowledgment of Fault. The Parties agree that this Settlement is the compromise of disputed claims and agree that nothing in this Settlement Agreement shall be construed as an admission of any fault or liability or be used as evidence of liability by or against any party.

18. Execution. This Settlement Agreement may be executed in counterparts, and each such duly executed counterpart shall be of the same validity, force and effect as the original. Signature pages may be transmitted electronically, including via e-mail. Upon electronic delivery, a signature shall be deemed an original and shall be admissible in evidence.

19. Notices to Parties. Whenever this Settlement Agreement contemplates notice to the Parties, notice shall be provided by mail and e-mail as follows:

i. If to Plaintiff:

Robert J. Welcenbach
Welcenbach Law Offices
933 North Mayfair Road
Suite 311
Milwaukee, WI 53226
robert@welcenbachlaw.com

J. Craig Jones
Jones & Hill, LLC
131 Highway 165
Oakdale, LA 71463
craig@joneshilllaw.com

Scott C. Borison
Borison Firm LLC
1400 S. Charles St.

Baltimore, MD 21230
scott@borisonfirm.com

ii. If to Defendants:

Michael D. Leffel
Foley & Lardner LLP
150 East Gilman Street
Suite 5000
Madison, WI 53703-1482
P 608.258-4216
mleffel@foley.com

20. Confidentiality. The parties agree that all drafts, discussions, negotiations, communications, documentation, or other information prepared in relation to this Settlement Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any person other than the Parties' counsel, and only for purposes of this Settlement. However, this provision shall not prevent: (i) either party from disclosing such information to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers or attorneys; (ii) either party from disclosing such information based on the substance of the Settlement Agreement; and/or (iii) the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or administrators) to whom the Parties agree disclosure must be made in order to effectuate the terms and conditions of this Settlement Agreement. Plaintiff and Plaintiff's Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Plaintiff nor Plaintiff's Class Counsel may disclose it to third parties; that it not be the subject of public comment; that it not be used by Plaintiff or Plaintiff's Class Counsel in any way in this litigation or otherwise should the Settlement not be achieved, and that it is to be returned if a Settlement is not concluded; provided, however, that nothing contained herein shall prohibit Plaintiff from seeking such information through formal discovery if not previously requested through formal discovery. Information provided by Defendants or Defendants' counsel to Plaintiff, Plaintiff's Class Counsel, any individual Class member, counsel for any individual Class member, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, may include highly confidential information, including (but not limited to) personal identifiable information and health care records. Any materials inadvertently produced shall, upon Defendants' request, be promptly returned to Defendants' counsel, and there shall be no implied or express waiver of any privileges, rights and defenses. Six (6) months after the distribution of funds to Class members, the Settlement Administrator shall return or destroy all documents and materials to Defendants and/or its counsel, except that it shall not destroy any and all information and/or documentation submitted by Class members or records that may be needed to be retained by the Settlement Administrator for tax, accounting or other legal requirements.

21. Taxes. The Parties acknowledge and agree that no opinion concerning the tax consequences of the proposed Settlement to Settlement Class members is given or will be given by the Parties nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Class member's tax obligations, and the determination thereof, are the sole responsibility of the Class member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class member. The Parties

agree that (i) all taxes, if any, owed on the income of the Payment Fund including accrued interest, and (ii) all expenses or costs, if any, incurred in paying those taxes (including expenses of tax attorneys and accountants), shall be paid from the Payment Fund without prior order of the Court. The Settlement Administrator shall be responsible for filing any tax returns, if necessary, for the Payment Fund.

22. Governing Law. This Settlement Agreement shall be construed and governed in accordance with the laws of the State of Wisconsin.

23. Entire Agreement. This Settlement Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements between the parties, either written or oral. The parties are not relying on any statements or promises other than what is stated in this Settlement Agreement.

24. Amendment to Settlement Agreement. This Settlement Agreement may be amended only by written instrument designated as an amendment to this Settlement Agreement and executed by the parties to this Settlement Agreement (or their successors).

PLAINTIFF:

Dated: 11/04/2022

BY



PLAINTIFF'S COUNSEL:

Dated: 11/04/2022

BY



Dated: 11/04/2022

BY



Dated: 11/04/2022

BY



DEFENDANTS:

Dated: 12/2/2022

BY

DocuSigned by:
Chan Chuang
EE834662474840C

THEIR Director and President