

FILED
03-17-2023
Anna Maria Hodges
Clerk of Circuit Court
2019CV003073

DATE SIGNED: March 16, 2023

Electronically signed by Kristy Yang
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

MILWAUKEE COUNTY

TIMOTHY RAVE

Individually and on behalf of a class of others similarly situated,

Plaintiff,

v.

Case No.:19CV3073
Case Code: 30301

INFINITY HEALTHCARE, INC.

and

INFINITY HEALTHCARE PHYSICIANS, S.C.

Defendants.

**ORDER GRANTING PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF A SETTLEMENT CLASS
AND DIRECTING NOTICE TO BE GIVEN**

Plaintiff Timothy Rave (“Plaintiff” or “Rave”) and Defendants INFINITY HEALTHCARE, INC. and INFINITY HEALTHCARE PHYSICIANS, S.C., (together, “Defendants” or “Infinity” and together with Plaintiff, the “Parties”), have entered into a Settlement Agreement.

Plaintiff has moved for, and Defendants do not oppose entry of this order, which (a) certifies the class and preliminary approves the Settlement Class for settlement purposes only; (b) appoints the Settlement Administrator; (c) provides for notice of the Settlement Agreement to Settlement Class members in accordance with the terms of the Settlement Agreement; (d) establishes procedures for objecting to, and opting out of, the proposed Settlement Agreement;

(e) describes procedures for submitting claims; and (f) sets a date for hearing to finally approve the Settlement Agreement (“Final Approval Hearing”).

The Court has considered the terms of the Settlement Agreement in light of the issues presented by the pleadings, the record in this case, the complexity of the proceedings, the absence of collusion between the Parties, and the experience of Class Counsel, and is preliminarily satisfied that the Settlement Agreement is fair, reasonable, and adequate. The Court also is satisfied that the plan for sending notice of the Settlement to the Settlement Class is adequate, sufficiently informs Settlement Class members of the Settlement’s terms and of the conditional certification of the Settlement Class, and satisfies the requirements set forth in Wis. Stat. § 803.08 and due process.

THEREFORE, IT IS ORDERED THAT:

1. The Court has jurisdiction over the subject matter of the Wisconsin Class Actions and personal jurisdiction over the Parties and the conditionally certified Settlement Class, as defined below.
2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used in this Order will have the same meanings as set forth in the Settlement Agreement, unless otherwise defined in this Order.
3. Based on the Court’s review of the Settlement Agreement filed herein and the Plaintiff’s Motion, the Court finds that certification of the Settlement Class and preliminary approval of the Settlement Class for settlement purposes only is appropriate under Wis. Stat. § 803.08 because the Class is so numerous that joinder would be impracticable, the claims present common issues of law and fact that predominate over any individual questions, Plaintiff’s claims are typical of the Settlement Class members’ claims, Plaintiff and his counsel are adequate representatives of the Settlement Class, and a class action is superior to thousands of individual lawsuits.

4. Based on the Court's review of the Settlement Agreement, the Motion to Certify the Settlement Class and Request for Preliminary Approval, the supporting memoranda, declarations of counsel, argument of counsel, and the entire record, the Court finds that the Settlement Agreement is fair, reasonable, and adequate. Plaintiff's motion to preliminarily approve the Settlement Agreement and certify the Settlement Class is granted. The Court appoints Timothy Rave as Class Representative and Welcenbach Law Offices, S.C., Borison Firm, LLC, and Jones and Hill, LLC as Class Counsel.
5. The Court appoints American Legal Claims as Settlement Administrator, which shall fulfill the functions, duties, and responsibilities of the Settlement Administrator as set forth in the Settlement Agreement and this Order. By accepting this appointment, the Settlement Administrator has agreed to the Court's jurisdiction solely for purposes of enforcement of the Settlement Administrator's obligations under the Settlement Agreement.
6. The Settlement Administrator shall cause the Notice plan to be commenced on or before 21 days after the entry of the Preliminary Approval Order.
7. The Court approves the form, substance and requirements of: the Settlement Class Claim Form; the Settlement Notice (the "Notice"); and finds that the form, content, and mailing and distribution of the Notice, substantially in the manner and form set forth in the Settlement Agreement, (i) meet the requirements of Wis. Stat. § 803.08 and all other applicable laws and rules; (ii) is the best notice practicable under the circumstances; (iii) constitutes due and sufficient notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, of the effect of the proposed Settlement (including the releases to be provided thereunder), of Class Counsel's application for an award of attorneys' fees and expenses, including Plaintiff's expenses, of their right to exclude themselves from the Class, and of their right to appear at the Final Approval Hearing; and (iv)

- constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement.
8. The Court further finds that the manner of providing for objections and exclusion requests to the Settlement specified are reasonable, appropriate, and satisfies the requirements of due process and Wis. Stat. § 803.08.
 9. The Court directs the Settlement Administrator to file with the Court no later than ten (10) days before the Final Approval Hearing a sworn declaration consistent with the Settlement Agreement. This information includes (a) confirmation that the mail or email Notices were sent to Settlement Class members; and (b) a tally of how many direct notices were delivered and how many were returned undelivered.
 10. In order to be entitled to participate in the Settlement Fund and obtain a Settlement Benefit therefrom, each Class Member must submit a Valid Claim Form as specified in the Settlement Agreement.
 11. If the Effective Date does not occur, the Parties will return to the status quo ex ante, for all litigation purposes, as if no settlement had been negotiated or entered into and thus this Order and all other findings or stipulations regarding the Settlement, including but not limited to, certification of the Settlement Class will be automatically void, vacated, and treated as if never filed. The prior class certification order will be reinstated and in full force and effect.
 12. The Court will hold a Final Approval Hearing to finally determine whether the prerequisites for class certification and treatment under Wis. Stat. § 803.08(1)–(2) are met; to determine whether the Settlement Agreement is fair, reasonable, and adequate, and should be approved by the Court; to determine whether to designate Plaintiff as the representative of the Settlement Class; to determine whether to designate Class Counsel as counsel for the Settlement Class; to determine whether to grant final approval to the Settlement; to consider the application for attorneys' fees and expenses of Class Counsel; to consider the application for a Service Award to the

- Class Representative; to determine whether the Final Approval Order and Judgment should be entered; and to rule on any other matters that the Court may deem appropriate. At the Final Approval Hearing, the Court may enter the Final Approval Order and Judgment in accordance with the Settlement Agreement that will adjudicate the rights of Settlement Class Members.
13. Any interested person who has not opted out of the Settlement Class may appear at the Final Approval Hearing to show cause why the proposed Settlement Agreement should or should not be approved as fair, reasonable, and adequate; provided, however, that no person shall be heard or entitled to contest the approval of the Amended Settlement unless that person has filed with the Court a written objection and any supporting papers or briefs in compliance with the Settlement Agreement. The Court will consider all properly submitted objections. Any Settlement Class Member who does not submit an objection in the manner provided above shall be deemed to have waived any objection to the Settlement Agreement and shall forever be foreclosed from making any objection to class certification of the Settlement Agreement, to the fairness, adequacy or reasonableness of the Settlement Agreement, and to any attorneys' fees, cost reimbursements, or Service Awards to the named Plaintiffs approved by the Court.
 14. The Claims Administrator shall insert the Final Hearing date information and other deadlines into the Notice and mail to the Class Members as directed.
 15. Class Counsel's request for approval of attorneys' fees, litigation costs, and Service Awards shall be filed no later than ten (10) days prior to the Final Approval Hearing.
 16. All memoranda, declarations, responses to objections, and other evidence in support of the request for final approval of the Settlement Agreement shall be filed no later than ten (10) days prior to the Final Approval Hearing.

17. All proceedings in this Court with respect to the Class Action, other than those that are necessary to carry out, or incidental to carrying out, the terms and conditions of this Order, are stayed and suspended until further order of the Court.
18. Pending entry of the Final Approval Order and Judgment, Plaintiff, Settlement Class members, and any person or entity allegedly acting on behalf of the Settlement Class, either directly, representatively, or in any other capacity, are preliminarily enjoined from commencing or prosecuting against the Released Parties any action or proceeding in any court or tribunal asserting any of the Released Claims; provided, however, that this injunction shall not apply to individual claims of any Settlement Class Members who timely exclude themselves in a manner that complies with this Order. This injunction is necessary to protect and effectuate the Settlement Agreement, this Order, and the Court's flexibility and authority to effectuate this Settlement Agreement and to enter judgment when appropriate, and is ordered in aid of the Court's jurisdiction and to protect its judgments.
19. The Court retains jurisdiction over the Class Action and all matters arising out of or connected with the proposed Settlement Agreement. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing without further notice to Settlement Class members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement Agreement. The Court may approve or modify the Settlement Agreement without further notice to Settlement Class members.

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