

DATE SIGNED: May 23, 2024

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 PHYSICIANS, S.C.

Defendant.

**ORDER GRANTING PLAINTIFF’S MOTION FOR
FINAL APPROVAL OF A SETTLEMENT CLASS**

This matter came before the Court upon consideration of Plaintiff’s Motion for Final Approval of Class Action Settlement including allowance of administrative payment, award of an Incentive Payment to Plaintiff and Attorneys’ Fees and Expenses. After considering the motion, the Court enters this Final Approval Order and Judgment (“Final Approval Order”), which constitutes a final adjudication on the merits of all claims of the Settlement Class.

It is HEREBY ORDERED AND ADJUDGED that the motions are GRANTED, the Settlement Class is certified, the Settlement Agreement is finally approved, Plaintiff is awarded \$7,500 as a Class Service Award, Class Counsel are awarded \$500,000 in fees and costs and the *cy pres* designees are confirmed, and this action is dismissed with prejudice.

WHEREAS, the Parties filed the Settlement Agreement (the “Settlement”) which sets forth the terms and conditions of the Settlement and release of certain claims (i.e., the Released

Claims) against Defendant INFINITY HEALTHCARE PHYSICIANS, S.C. and also Infinity Healthcare, Inc. (collectively “Infinity”);

WHEREAS, Plaintiff and Class Counsel have filed a motion, pursuant to Wis. Stat. § 803.08 for orders finally approving the Settlement Agreement, which will dismiss the above-styled action with prejudice, and granting Class Counsel’s request for an award of an Incentive Fee to Plaintiff and Attorneys’ Fees and Expenses;

WHEREAS, the Court preliminary approved the Settlement on March 16, 2023 as later amended, and Class Notice was given to Settlement Class Members pursuant to that Amended Preliminary Approval Order;

WHEREAS, the Court has reviewed and considered all papers filed in support of and in opposition to the Settlement, and all exhibits thereto, and has held a hearing after Class Notice to the Settlement Class was sent or provided, in order to confirm that the Settlement is fair, reasonable, and adequate, and to determine whether the Final Approval Order should be entered in this action pursuant to the terms and conditions set forth in the Settlement Agreement (“Final Approval Hearing”) on May 23, 2024 at which time all interested persons were given an opportunity to be heard in support of and in opposition to the Settlement and no interested person appeared; and

WHEREAS, upon consideration of the above, the Court finds that the Settlement is fair, adequate, and reasonable to the Settlement Class, within the authority of the Parties, and the result of extensive arm’s length negotiations;

THEREFORE, the following is HEREBY ORDERED:

1. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over the Parties and the Settlement Class. The definitions and provisions of the Settlement Agreement are incorporated in this Order as though fully set forth herein.

2. Pursuant to Wis. Stat. § 803.08 and for the purposes of settlement only, the Class is certified as follows:

All persons in Wisconsin:

- (i) who were a patient of Infinity and requested their own health care records or authorized another person in writing to obtain his or her health care records from Infinity; and
- (ii) were charged a base, basic, retrieval, certification and/or other fee by Infinity 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) Defendant or Infinity Healthcare, Inc., 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 Defendant or Infinity Healthcare, Inc.; (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.

3. For purposes of settlement, the Court appoints Plaintiff as “Class Representative”.

4. For purposes of settlement, the Court appoints the attorneys at Welcenbach Law Offices, S.C., Borison Firm, LLC, and Jones & Hill, LLC as Class Counsel.

5. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class; (c) the claims of the Class Representative, identified above, are typical of the claims of the Settlement Class; (d) the Class Representative will fairly and adequately protect the interests of the Settlement Class; (e) the questions of law or fact common to the members of the Settlement Class predominate over the

questions affecting only individual members, and (f) certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of the controversy. The Court further finds that: (g) the members of the Settlement Class have a limited interest in individually prosecuting the claims at issue; (h) it is desirable to concentrate the claims in this forum; and (i) it is unlikely that there will be difficulties encountered in administering this Settlement.

If the Settlement terminates for any reason, the certification of the Settlement Class shall be automatically vacated, null and void, and the above-styled action shall revert to its status immediately prior to the execution of the Settlement Agreement.

6. The Court finds that the Class Notice given to members of the Settlement Class pursuant to the terms of the Settlement Agreement and the Court's orders fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted valid, sufficient, and due notice to all such members. The notice fully complied with due process, Wis. Stat. § 803.08, and all other applicable law.

7. Those who timely submitted valid requests for exclusion are excluded from the Settlement Class and are not bound by this Final Approval Order.

8. The Court finally approves this Settlement, and finds that it is in all respects fair, reasonable, and adequate and in the best interest of the Settlement Class Members. The Parties dispute the validity of the claims in the above-styled action, and their dispute underscores not only the uncertainty of the outcome but also why the Court finds the Settlement Agreement to be fair, reasonable, and adequate. Class Counsel have reviewed the Settlement Agreement and find it to be in the best interest of Settlement Class Members. For all these reasons, the Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of Settlement approval.

9. The Parties, their counsel, and the Settlement Administrator shall fulfill their obligations and duties under the Settlement Agreement.

10. The Court dismisses with prejudice the above-styled action, the Released Claims, and

the Released Parties, and adjudges that the Released Claims are released against the Released Parties. Released Parties and Released Claims have the definitions set forth in the Parties' Settlement Agreement.

11. The Court adjudges that Plaintiff and the Settlement Class Members are deemed to have fully, finally, completely, and forever released, relinquished, and discharged the Released Claims against the Released Parties. Released Parties and Released Claims have the definitions set forth in the Parties' Settlement Agreement.

12. Plaintiff and the Settlement Class Members are permanently enjoined and barred from asserting, initiating, prosecuting, or continuing any of the Released Claims against the Released Parties as set forth in the Settlement Agreement.

13. The Settlement Administrator executed the plan for providing Class Notice according to the terms of the Settlement Agreement and the Court Orders. The Class Notice apprised the Settlement Class Members of the pendency of the litigation; of all material elements of the proposed Settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the class and of their opportunity to object to, comment on, or Opt Out of, the Settlement; of the identity of Class Counsel and Class Counsel's contact information; the Incentive Fee and Attorney Fees sought and of the right to appear at the Final Approval Hearing. The plan for providing Class Notice prescribed by the Settlement Agreement was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Settlement Agreement, to all parties entitled to such notice. The notice given to members of the Settlement Class satisfied the requirements of Wis. Stat. § 803.08 and the requirements of constitutional due process. The Court has afforded a full opportunity to all Settlement Class Members to be heard. Accordingly, the Court determines that all members of the Settlement Class, except those who timely excluded themselves from the Class, are bound by this Final Approval Order.

14. The Court approves payment of Attorneys' Fees and Expenses to Class Counsel in the amount of \$500,000 to be paid by the Defendant within the time provided by the Settlement

Agreement. The Court finds the amount to be appropriate and reasonable in light of the work performed by Class Counsel and the benefits obtained for the Settlement Class Members. In addition, the Court finds that the Settlement Agreement was negotiated at arms' length and without collusion.

15. The Court approves the Class Service Award of \$7,500 to the Class Representative, to be paid by the Defendant within the time provided by the Settlement Agreement and specifically finds that amount to be reasonable in light of the service performed by the Class Representative for the class.

16. Upon entry of this Judgment and payments of amounts due, Plaintiff and each of the Settlement Class Members shall be deemed to have, and by operation of this Judgment shall have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties. Plaintiff and each of the Settlement Class Members are bound by this Judgment, including, without limitation, the release of claims as set forth in the Settlement Agreement. The Released Claims are hereby compromised, settled, released, discharged, and dismissed as against the Released Parties on the merits and with prejudice by virtue of the proceedings herein and this Judgment.

17. The Court retains jurisdiction to consider all further matters arising out of or connected with the Settlement, including the implementation and enforcement of the Settlement Agreement.

18. The Court finds that no justifiable reason exists for delaying entry of this Final Approval Order and, good cause appearing, it is expressly directed that this Final Approval Order and Judgment be entered as final and appealable and the case dismissed with prejudice.

19. This Order/Judgment is the final document for purposes of appeal under Wis. Stat. § 808.03(1).