

FIRST AMENDMENT TO AMENDED SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT TO THE AMENDED SETTLEMENT AGREEMENT (this “Amendment”) is dated as of December 1, 2023 (the “Date”), 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”).

RECITALS

WHEREAS, Plaintiffs and Defendants (collectively, the “Parties”) are party to that certain Amended Settlement Agreement dated as of October 25, 2023, the “Amended Agreement”);

WHEREAS, Plaintiffs and Defendants desire to modify and amend the terms of the Amended Agreement as detailed below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, ratify and confirm all provisions of Amended Agreement except as amended herein and covenant and agree as follows. Capitalized terms not otherwise defined herein shall have the meanings given them in the Amended Agreement.

1. Amendments. The Amended Agreement is hereby amended, modified and revised as follows:

- a. Section I(s), “Claim Period,” of the Amended Agreement is amended and restated to read in its entirety as follows:

“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 the earlier of one hundred fifteen (115) days after the Preliminary Approval Order is entered or the date of the Final Approval Hearing.

- b. Section IV(c)(1) of the Amended Agreement is amended and restated to read in its entirety as follows:

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: (1) 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, no earlier than one hundred five (105) 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 no earlier 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.

- c. Section IV(c)(2) of the Amended Agreement is amended and restated to read in its entirety as follows:

Timing of Class Notice. Class Notice shall be sent within forty-five (45) calendar days following the date of entry of the Preliminary Approval Order by the Court. Also, within fifteen (15) calendar days following the date of entry of the Preliminary Approval Order by the Court, the Defendants shall provide their respective Class Lists to the Claims Administrator.

- d. Section IV(c)(3) of the Amended Agreement is amended and restated to read in its entirety as follows:

Procedure and Format of Class Notice. Each Attorney listed on the Class List shall be emailed a Class Notice 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 Class Notice 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 (“USPS”). 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 Claim Administrator receives a notice returned by USPS as undelivered, the Claim Administrator shall re-mail the notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Claim Administrator shall conduct an address search using a skip trace/locator database, such as Interactive Data, LLC, and re-mail the notice to the subsequently obtained address. The Claim Administrator shall make no more than two attempts

(as determined by Claim Administrator) to provide notice to Class Members. 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.

- e. Section IV(d)(2)(v) is amended and restated to read in its entirety as follows:

Within thirty (30) calendar days 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 thirty (30) calendar days after receiving the Claims Report from the Claim Administrator to dispute any such denied claims by filing an appeal with the Claim Administrator. 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, any party may submit the appeal to David Epperly of Epperly Re:Solutions ("Epperly") within thirty (30) calendar days following determination by the Claim Administrator. As a final resort, any party may petition the Court for summary and non-appealable resolution of disputes regarding the Claims Report within thirty (30) calendar days following determination of Epperly; 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.

- f. Section IV(d)(2)(ix) is added to the Amended Agreement which reads in its entirety as follows:

Any Patient, Attorney or Insurance Company that has a Proof of Claim denied or deemed ineligible by the Claim Administrator shall have an opportunity to appeal such determination to the Claim Administrator for reconsideration. Any determination of the Claim Administrator on appeal shall be subject, at the request of either the Defendant(s) or Class Member, to an additional appeal to Epperly. Any petition to the Court regarding the validity of a Proof of Claim or eligibility of a Class Member shall be as a final resort following the determination of Epperly. Following entry of final approval order in this action, the Parties consent to the continuing jurisdiction of the United States District Court for the Southern District of West Virginia, Charleston Division, over enforcement of the Amended Settlement Agreement, consistent with *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381-82 (1994).

- g. Section IV(d)(4)(i) of the Amended Agreement is amended and restated to read in its entirety as follows:

Class Members who do not request exclusion and who 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 the Preliminary Approval Order.

- h. Section IV(d)(4)(iv) of the Amended Agreement is amended and restated to read in its entirety as follows:

Any Class Member wishing to object to the proposed settlement may appear in person at the Final Approval Hearing in lieu of or in addition to submitting a written objection. If a Class Member wishes to appear in person at the Final Approval Hearing and object, such objecting Class Member shall file a notice of intent to appear at the Final Approval Hearing within one hundred five (105) calendar days after the date of the Preliminary Approval Order.

- i. Section IV(d)(12) of the Amended Agreement is amended and restated to read in its entirety as follows:

Stay of Proceedings. Parties to the New Action agree to inform the Circuit Court of Logan County, West Virginia and the Circuit Court of Raleigh County, West Virginia, 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.

- j. Section IV(d)(14) of the Amended Agreement is amended and restated to read in its entirety as follows, with no change to Section IV(d)(14)(i):

Confidentiality. Any and all drafts of the Amended Agreement, drafts of this First Amendment to the Amended Agreement, drafts of prior versions of the Amended Agreement, and other settlement documents not of record in this action, including communications between counsel, 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.

- k. **Exhibit C** to the Amended Agreement is amended and restated to read in its entirety as provided in the Notice of Settlement attached here as **Exhibit 1**, and this Exhibit 1 shall be substituted for Exhibit C to the Amended Agreement.
- l. **Exhibit D** to the Amended Agreement is amended and restated to read in its entirety as provided in the Proposed Preliminary Approval Order attached here as **Exhibit 2**, and this Exhibit 2 shall be substituted for Exhibit D to the Amended Agreement.

2. Counterparts. This Amendment may be executed in any number of counterparts and, upon execution by the parties, each executed counterpart shall have the same force and effect as an Amended instrument and as if the parties had signed the same instrument.

3. Effect of Amendment. Except as stated herein, the Amended Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms contained in this Amendment and the Amended Agreement, the terms contained herein shall supersede and control the obligations and liabilities of the parties. Any reference to the “Agreement” herein or in the Amended Agreement shall hereafter be deemed to refer to the Amended Agreement, as amended by this Amendment.

4. Authority. The individual or individuals signing this Amendment have the power, authority and legal capacity to sign this Agreement on behalf of and to bind all individuals, entities, corporations, partnerships, limited liability companies, or other organizations and entities on whose behalf such individual or individuals have signed.

5. Signatures. A facsimile signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

Dated: December 18, 2023

PLAINTIFF Thomas M. Wilson, Sr.

Thomas M Wilson SR
Thomas M. Wilson, Sr.

Dated: 12/14/, 2023

PLAINTIFF Daniel Halsey as Administrator of the Estate of Tamara Halsey

[Signature]
Daniel Halsey

Dated: 12-18, 2023

PLAINTIFF Jason Grazuties

Jason Grazuties
Jason Grazuties

Dated: Dec. 14, 2023

PLAINTIFF Sandra Sheppard

[Signature]
Sandra Sheppard

Dated: December 15 2023

PLAINTIFF Pamela Bradley as Executrix of the Estate of Robert Bradley.

[Signature]
Pamela Bradley, Executrix of the Estate of Robert Bradley

Dated: 12/19, 2023

[Signature]
Deborah Martin, Executrix of the Estate of Arvada Martin

Deborah Martin

Dated: _____, 2023

PLAINTIFF Lisa New

Lisa New

Lisa New

Dated: _____, 2023

PLAINTIFF Robert Stratton

Robert Stratton

Dated: _____, 2023

DEFENDANT CIOX HEALTH, LLC

By: _____

Its: _____

Dated: _____, 2023

DEFENDANT MEDI-COPY SERVICES, INC.

By: _____

Its: _____

Dated: _____, 2023

DEFENDANT MRO CORPORATION

By: _____

Its: _____

Deborah Martin

Dated: _____, 2023

PLAINTIFF Lisa New

Lisa New

Dated: 12-11- _____, 2023

PLAINTIFF Robert Stratton



Robert Stratton

Dated: _____, 2023

DEFENDANT CIOX HEALTH, LLC

By: _____

Its: _____

Dated: _____, 2023

DEFENDANT MEDI-COPY SERVICES, INC.

By: _____

Its: _____

Dated: _____, 2023

DEFENDANT MRO CORPORATION

By: _____

Its: _____

Deborah Martin

Dated: _____, 2023

PLAINTIFF Lisa New

Lisa New

Dated: _____, 2023

PLAINTIFF Robert Stratton

Robert Stratton

Dated: December 15, 2023

DEFENDANT CIOX HEALTH, LLC

By:  _____

Its: Kathryn Stalmack, Chief Legal Officer

Dated: _____, 2023

DEFENDANT MEDI-COPY SERVICES, INC.

By: _____

Its: _____

Dated: _____, 2023

DEFENDANT MRO CORPORATION

By: _____

Its: _____

Deborah Martin

Dated: _____, 2023

PLAINTIFF Lisa New

Lisa New

Dated: _____, 2023

PLAINTIFF Robert Stratton

Robert Stratton

Dated: _____, 2023

DEFENDANT CIOX HEALTH, LLC

By: _____

Its: _____

Dated: 12/8/2023, 2023

DEFENDANT MEDI-COPY SERVICES, INC.


By: DocuSigned by:

821AFC6EDC564A0...

Its: Chief financial officer

Dated: 12/8/2023, 2023

DEFENDANT MRO CORPORATION

By: DocuSigned by:

821AFC6EDC564A0...

Its: Chief financial officer

AGREED AS TO FORM:

Dated: 12/20, 2023

Attorney for Plaintiffs:
TIANO O'DELL PLLC

By: William Tiano by Javier Flans with permission
William Tiano

Dated: 12/15, 2023

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

By: Steph P. New
Stephen P. New

Dated: 12/11, 2023

Attorney for Plaintiffs:
HOOSIER LAW FIRM, PLLC

By: D. Adrian Hoosier by Steven Wolke with permission
D. Adrian Hoosier

Dated: 12/11/23, 2023

Attorney for Plaintiffs:
WOLFE, WHITE & ASSOCIATES

By: Steven Wolfe # 11914
Steven Wolfe


Dated: 12/13, 2023

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

By: Amanda J. Taylor
Amanda J. Taylor

Dated: 12/20, 2023


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

By: 

Javier F. Flores

Dated: 12-18, 2023

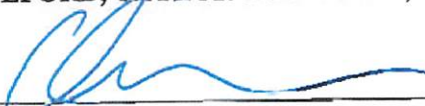
**Attorney for CIOX Health, LLC:
STEPTOE & JOHNSON PLLC**

By: 

Russell D. Jessee

Dated: 12/15, 2023

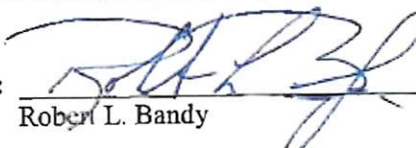
**Attorney for MRO CORPORATION:
WHITEFORD, TAYLOR & PRESTON, LLP**

By: 

Keith E. Whitson

Dated: Dec 12, 2023

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

By: 

Robert L. Bandy

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA

**IF YOU PAID FOR COPIES OF MEDICAL RECORDS FROM
DECEMBER 1, 2010 TO JULY 5, 2017, YOU COULD GET A
PAYMENT FROM A CLASS ACTION SETTLEMENT.**

A federal court authorized this notice. This is not a solicitation from a lawyer.

Why are you receiving this notice?

You are a patient, client, insurance company or attorney who between December 1, 2010 and July 5, 2017, either paid or reimbursed your attorney for payment for copies of medical records from one or more West Virginia hospitals or other medical providers, and was invoiced and/or billed by MRO Corporation, CIOX Health, LLC, HealthPort Technologies, LLC, and/or Medi-Copy Services, Inc., (hereinafter, “Defendants”) for the service of providing copies of medical records requested.

What is the purpose of this notice?

This notice is to inform you about a class action lawsuit (the “Action”) and a proposed class settlement (the “Settlement”) in the Action that has been conditionally approved by the Court. Under the proposed Settlement, the patient, insurance company or attorney who paid the Defendants for the copies of medical records, either directly to a Defendant or indirectly through reimbursement to the original payer is entitled to receive a cash settlement payment for charges incurred between December 1, 2010 and July 5, 2017.

How do I submit a claim?

This notice explains the terms of the Settlement and tells you how to submit a claim for cash benefits under the Settlement. Full copies of all settlement documents, pleadings, and claim forms can be found on the settlement website: www._____.com (the “settlement Webpage”). Additionally, a paper copy of the Proof of Claim form is enclosed that can be submitted to the Claims Administrator, American Legal Claim Services LLC, no later than _____, 2023. You may obtain a list of potentially eligible invoice(s) (including invoice number, invoice date, patient name, name of the West Virginia Medical Provider, and amount paid) from the Claim Administrator to assist you in completing the Proof of Claim form. For each potentially eligible invoice, you must submit a separate Proof of Claim form.

How much is my claim worth?

The value of each claim is dependent upon: (1) the date the request for copies of medical records was submitted; (2) the per-page amount paid for copies of medical records; and (3) the number of pages. A complete explanation of the value of each claim can be found in Section II, below.

I. THE ACTION

The Action is Wilson, et al. v. CIOX Health, LLC, et al., Civil Action No. 2:16-CV-05279, and it is pending in the United States District Court for the Southern District of West Virginia, Charleston Division. In the Action, Plaintiffs claim that Defendants excessively and improperly charged them for copies of medical records in connection with treatment they received at certain West Virginia hospitals and other healthcare providers where Defendants contract to produce copies of patient healthcare records.

Defendants deny Plaintiffs' claims and contend that they have not acted in an unlawful manner. The Court has not ruled on the merits of Plaintiffs' claims, and there is no determination of wrongdoing or liability against Defendants or in favor of Plaintiffs. By settling this lawsuit, Defendants are not admitting, and expressly deny, that they have done anything wrong. However, Defendants have agreed, as part of the Settlement, to reimburse Plaintiffs and those similarly situated a certain monetary amount as discussed in greater detail below.

The Court has preliminarily certified a Class (the "Settlement Class") in the Action, and preliminarily determined that the settlement is fair, reasonable and adequate, and in the best interests of the Settlement Class. The Settlement Class is defined to include any release of information request for copies of medical records from a West Virginia medical provider between December 1, 2010 and July 5, 2017, made by a patient, insurance company or attorney which (1) was processed and billed by the Defendants, and (2) for which the patient, insurance company or attorney ultimately paid.

The Settlement Class excludes (1) any release of information requests that were made by a class of requestors other than patients, insurance companies or attorneys; (2) any release of information requests that were not ultimately paid for by an attorney, insurance company or patient; (3) any release of information requests that are subject to a separate fee agreement between the requestor and the hospital or Defendants or for which the requestor received a reduced or negotiated rate; (4) any release of information requests directed to hospitals, pharmacies, or medical providers outside of West Virginia, related to treatment performed outside of West Virginia; (5) any release of information requests that are 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; (6) any attorney and/or law firm representing Defendants and any attorney and/or law firm serving as Class Counsel (this does not exclude persons represented by Class Counsel who are eligible members of the Settlement Class from submitting a request); (7) any copies of medical records obtained pursuant to a subpoena or by order of a Court, Arbitrator or Administrative body; and (8) WVU Medicine Entities that are the subject of separate lawsuits or litigation.

The Court has preliminarily certified four Subclasses (the "Settlement Subclasses") in the Action, each of whom shall be eligible for reimbursement as set-forth herein. The Settlement Subclasses are defined as follows:

- Subclass 1: December 1, 2010 to June 5, 2014, Release of Information requests from Patients, Insurance Companies, or Attorneys - any Attorney or Insurance Company, pursuant to 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 any of the Defendants and paid a per-page fee to obtain copies;
- Subclass 2: June 6, 2014 to July 5, 2017, Release of Information requests from Patients - 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 the copies;
- Subclass 3: June 6, 2014 to July 5, 2017, Release of Information requests from Attorneys and Insurance Companies- 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 the copies; and
- Subclass 4: June 6, 2014 to July 5, 2017, Release of Information requests from Patients, Insurance Companies, or Attorneys - 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 between June 6, 2014 and July 5, 2017.

Persons meeting one or more of these definitions are referred to herein as "Class Members" or collectively as the "Settlement Class."

II. **BENEFITS UNDER THE PROPOSED SETTLEMENT**

Plaintiffs and Defendants have entered into a proposed Settlement of the Action. Under the proposed Settlement and subject to final Court approval, Defendants have agreed to the following financial benefits:

- A. **Payment to Class Members.** Class Members who submit timely and valid Proof(s) of Claim will be deemed eligible to receive payment or the "Settlement Benefit" as follows:
- Subclass 1: December 1, 2010 to June 5, 2014, Release of Information requests from Patients, Insurance Companies or Attorneys:
 - any Attorney or Insurance Company, pursuant to 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 Defendants and paid a per-page fee, shall obtain the difference between the per-page fee paid and the negotiated fee of \$0.50 per page. For example, a Release of Information requestor that paid \$0.75 per page for 1,000 pages of

medical records during the subject time period, would be reimbursed \$250.00 (\$0.25per-page difference x 1,000 pages).

- Subclass 2: June 6, 2014 to July 5, 2017, Release of Information requests from Patients:
 - 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 Defendants and paid a per-page fee, shall obtain the difference between the per-page fee paid for their records and the negotiated fee of \$0.12 per page. For example, a patient that requested copies of 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 (\$0.37 per-page difference x 1,000 pages).
- Subclass 3: June 6, 2014 to July 5, 2017, Release of Information requests from Attorneys or Insurance Companies:
 - any Attorney or Insurance Company, pursuant to a 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 Defendants and paid a per-page fee, shall obtain the difference between the per-page fee paid for medical records and the negotiated fee of \$0.28 per page. For example, an attorney that requested copies of medical records and paid \$0.55 per page for 1,000 pages of medical records during the subject time period, would be reimbursed \$270.00 (\$0.27 per-page difference x 1,000 pages).
- Subclass 4: June 6, 2014 to July 5, 2017, Release of Information requests from Patients, Insurance Companies or Attorneys:
 - any Attorney or Insurance Company, pursuant to a 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 Defendants, and paid a retrieval fee assessed by Defendants between June 6, 2014, and July 5, 2017 shall be reimbursed the entire retrieval fee.

The Settlement Benefit for each qualifying release of information request for copies of medical records from a West Virginia medical provider between December 1, 2010 and July 5, 2017, will be disbursed by check. Only one claim and only one Settlement Benefit may be paid per release of information request for copies of medical records. Checks issued to Class Members will be void one-hundred and twenty (120) days after issuance. Any Class Member who does not negotiate the check within one-hundred and twenty (120) days will lose any rights to payment, while the Agreement will in all other respects be fully enforceable against such Class Member.

In order to have the opportunity to submit a claim for Settlement Benefits, YOU MUST: (1) FILL OUT ALL "REQUIRED" FIELDS DENOTED ON THE ENCLOSED PROOF OF CLAIM FORM, (2) SIGN PROOF OF CLAIM FORM UNDER PENALTY OF PERJURY, AND (3) RETURN THE PROOF OF CLAIM FORM EITHER ELECTRONICALLY OR BY MAIL.

ALL PROOF OF CLAIM FORMS MUST BE ELECTRONICALLY SUBMITTED BY OR POSTMARKED NO LATER THAN _____, 2024. LATE CLAIM FORMS WILL NOT BE ACCEPTED.

B. Attorneys' Fees, Costs, and Class Representative Incentive Awards. Counsel for Plaintiffs and the Settlement Class ("Class Counsel") is seeking an award of attorneys' fees, costs, and expenses ("Fees") from the Court in an amount to be determined by the Court. Class Counsel is likewise seeking incentive awards for 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, and Deborah Martin as Executrix of the Estate of Arvada Martin, Lisa New and Robert Stratton in settlement of their claims and in recognition of their service as class representatives, in an amount to be determined by the Court. These applications, and all pleadings and orders relating thereto will be made available for Class Members to review on the Settlement Webpage.

C. Costs. Defendants will pay the costs associated with this notice and the administration of the Settlement.

III. HOW TO SUBMIT A CLAIM FOR A SETTLEMENT BENEFIT

A Proof of Claim form, titled "Proof of Claim and Release" (referred to herein as the "Claim Form" or "Proof of Claim") is included at the end of this notice for use in submitting a claim. You may also submit a Claim Form electronically through the Settlement webpage, www._____.com. If you want the Settlement Benefit under the proposed Settlement, you must **(a) be a Class Member and (b) fill out, sign under penalty of perjury, and timely return the accompanying Claim Form to the proper address or submit it electronically via the Settlement Webpage. To be timely, the Claim Form must be electronically submitted, or postmarked to Claims Administrator, American Legal Claim Services LLC, no later than _____, 2024. Class members who submit untimely or otherwise invalid Claim Forms, or who send Claim Forms to any address other than that provided above, will lose any right to payment under the Settlement, while the Agreement (including the Release contained therein) will in all other respects be fully enforceable against the Class Member.**

Settlement Benefits may only be obtained by the person who ultimately paid the release of information request for medical record invoice or bill. In addition, no claims may be submitted as a group, in the aggregate, or on behalf of a class of persons. Any claim not meeting these requirements will be invalid and ineligible for payment.

NOTE THE FOLLOWING IMPORTANT REQUIREMENT: To be deemed valid, Claim Forms must be signed by the patient, attorney, or insurance company who ultimately paid for the copies of medical records (the "Signatory") and provide their name and address.

For a patient that submitted a release of information request for copies of their medical records during the Class Period that was processed by Defendants, the signatory must

affirm, under penalty of perjury that, they paid the invoice or bill, was not reimbursed by any other party, and is entitled to receive the Settlement Benefit.

For a patient on whose behalf a release of information request for copies of medical records was made by their attorney and processed by Defendants, during the Class Period, the Signatory must affirm, under penalty of perjury, that either (a) the patient paid the invoice directly to MRO Corporation, CIOX Health, LLC, HealthPort Technologies, LLC, and/or Medi-Copy Services, Inc., and is entitled to receive the Settlement Benefit OR (b) the patient reimbursed their attorney for the costs of the copies of medical records.

For an attorney or insurance company who made a release of information request for copies of medical records pursuant to a patient's written authorization during the Class Period that was processed by Defendants, the Signatory must affirm, under penalty of perjury that, for each patient whose records were requested through submission of a release of information request for copies of medical records, that he/she/it paid the invoice or bill and did not receive reimbursement from a third-party.

For a client for whose benefit a release of information request for copies of medical records was made by their attorney and processed by Defendants, during the Class Period, the client must affirm, under penalty of perjury, that either (a) the client paid the invoice directly to MRO Corporation, CIOX Health, LLC, HealthPort Technologies, LLC, and/or Medi-Copy Services, Inc., and is entitled to receive the Settlement Benefit OR (b) the client reimbursed his/her/its attorney for the costs of the copies of medical records.

IV. RELEASE OF CLAIMS

Under the proposed Settlement, all Class Members will be bound by any final judgment entered by the Court and also bound by the release provisions of the Settlement Agreement. The Settlement Agreement provides that all "Released Claims" of Class Members that were or could have been brought in the Action against Defendants, and any hospitals, pharmacies, or other medical providers with whom they contracted to provide release of information services and/or produce copies of medical records to requestors (collectively, "Released Parties) will be forever released, as provided for in the Settlement Agreement. As provided in the Settlement Agreement, the Class Counsel, Class Representatives, and Class Members, as well as it or their heirs, agents, representatives, executors, and assigns, hereby release and forever discharge the Released Parties, and each and every one of them and their past, present, and future officers, directors, stockholders, attorneys, masters, principals, employees, insurers, reinsurers, agents, servants, assigns, personal representatives, heirs, subsidiaries, parents, affiliated companies or divisions, distributes, indemnities, partners, successors-in-interest, and/or predecessors-in-interest. For purposes of the Settlement and with reference to Releasers, "Released Claims" further specifically extends to any and all past, present, or future claims, demands, damages, actions, causations of actions, or suits of any kind or nature whatsoever seeking damages, equitable relief, and/or injunctive relief arising from or related to charges for copies of medical records requested by patients, authorized agents of patients, and authorized representative of patients pursuant to West Virginia Code §§ 16-29-1 *et seq.*, or any similar federal or state law that might be applied to a Release of Information Request covered by this settlement, which Releasers have or may have on account of the matters which are

the subject of this Action, including any claims alleging violation of the West Virginia Consumer Credit and Protection Act, all subject to the approval of this Agreement by the Court.

Upon Court approval of the Settlement Agreement, the Court shall enter a final judgment and order dismissing with prejudice and fully and finally settling this Action as to all Class Members. As provided for in the Settlement Agreement, Releasors will be forever barred from seeking further relief on any of the Released Claims.

V. FINAL APPROVAL HEARING

A final approval hearing will be held to determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate, and to determine the amount of fees that should be awarded to Class Counsel. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement. The hearing will take place on _____ at _____, in the _____ of the United States District Court for the Southern District of West Virginia, Charleston Division, Robert C. Byrd United States Courthouse, 300 Virginia Street, East, Suite 2400 Charleston, WV 25301 before Judge John T. Copenhaver, Jr. The hearing may be continued without further notice. **YOU DO NOT HAVE TO SHOW UP AT THIS HEARING UNLESS YOU OBJECT TO THE SETTLEMENT AND WANT TO BE THERE IN PERSON.** Should you wish to object to the settlement, you must comply with the objection process outlined herein.

VI. RIGHT TO OBJECT OR OPT OUT

You have the right to object to all or any part of this proposed Settlement, but if you want to object, you must be a Class Member.

If you object to the Settlement and want to submit a written objection, **you must file your objection in writing with the Clerk of the United States District Court for the Southern District of West Virginia, Charleston Division, Robert C. Byrd United States Courthouse, 300 Virginia Street, East, Suite 2400 Charleston, WV 25301, no later than _____, 2024** [one hundred and five (105) calendar days after the date of preliminary approval of this Agreement]. A written objection must include: (1) proof of membership in the Settlement Class, including, but not limited to, providing the full name and address of the objector and the name of the patient(s) for whom the certified records were requested; (2) the specific grounds for the objection and the reasons why the objector desires to appear and be heard; and (3) all documents or writings that the objector desires the Court to consider. 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 who paid 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. Please note that you must state ALL reasons why you believe the Settlement should not be approved.

If you wish to appear in person at the final approval hearing to object to the proposed settlement, instead of or in addition to submitting written objections, **you must file a written notice of**

intention to appear no later than _____, 2024 [one hundred and five (105) calendar days after the date of preliminary approval of this Agreement].

Any Class Member who fails to object in the manner prescribed herein shall be deemed to have waived their objections and forever be barred from making any such objections in this Action.

You also have the right to opt out of this Agreement.

Each Person in the Settlement Class who wishes to opt out of this 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 Agreement.

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 or Insurance Company, 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. CIOX Health, 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.

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.

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.

VII. INQUIRIES REGARDING THE SETTLEMENT

DO NOT CONTACT THE COURT, DEFENDANTS, or DEFENDANTS' COUNSEL ABOUT THIS NOTICE OR CASE. You can contact Class Counsel as follows:

- William Tiano at (304) 720-6700 or at the law firm of Tiano O'Dell, PLLC, at 118 Capitol St, Charleston, WV 25301, Attn: William Tiano;
- Steven S. Wolfe at (304) 752-7715 or at the law firm of Wolfe, White & Associates, 60 Water Street, Logan, West Virginia, 25601, Attn: Steven S. Wolfe;
- Stephen P. New at (304) 250-6017 or at the law firm of Stephen New & Associates, 430 Harper Park Drive, Beckley, West Virginia, 25801, Attn: Stephen P. New;

- Amanda J. Taylor at (304) 894-8733 or at the law firm of Taylor, Hinkle & Taylor, 115 ½ South Kanawha Street, Beckley, West Virginia, 25801, Attn: Amanda J. Taylor; or
- D. Adrian Hoosier, II at (304) 767-9482 or at the law firm Hoosier Law Firm, PLLC, 213 Hale Street, Suite 100, Charleston, West Virginia, 25301, Attn: D. Adrian Hoosier, II.

Or you can contact your own attorney, through whom you are entitled to make an appearance, should you so desire. DEFENDANTS' TELEPHONE REPRESENTATIVES ARE NOT AUTHORIZED TO VARY THE TERMS OF THIS NOTICE UNDER ANY CIRCUMSTANCES.

VIII. CORRECT ADDRESS

If this notice was sent to you at an address that is not current, if you change your address after submitting a Claim Form, or if you would like to request that the Claims Administrator send notice of the Class Settlement to the patient directly, you should immediately send a letter to the Claims Administrator, American Legal Claim Services LLC, and provide your name, the patient's name, your past and current addresses (or, if you are asking that the notice be sent to the patient, the last known address that you have for the patient, your zip code and telephone number, and refer to the name of the case: *Wilson et al. v. CIOX Health, LLC, et al.*

DEFENDANTS HAVE NO OBLIGATION TO SEARCH FOR UPDATED ADDRESSES FOR ANY CLASS MEMBER.

IX. EXAMINATION OF PAPERS

This notice provides only a summary of the case and basic terms of the proposed Settlement. For a complete copy of the Settlement Agreement, please visit [WEBSITE]. In order to see the complete case file you should visit the Court Clerk's office at Robert C. Byrd United States Courthouse, 300 Virginia Street, East, Suite 2400 Charleston, WV 25301. The Clerk will make the files relating to this lawsuit available to you for inspection and copying at your own expense.

Dated: _____, 2023

Issued at the Direction of:

The United States District Court for the Southern District of West Virginia, Charleston Division