

Exhibit H

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

BONNIE GILBERT, WENDY
BRYAN, PATRICIA WHITE, DAVID
GATZ, CRYSTAL HULLET, LORI
GRADER, DARYL SWANSON,
STEPHEN GABBARD, ALICIA
DUNN, and on behalf of themselves and
all others similarly situated,

Plaintiffs,

vs.

BIOPLUS SPECIALTY PHARMACY
SERVICES, LLC,

Defendant.

Case No. 6:21-cv-02158-RBD-DCI

Second Amended Settlement
Agreement and Release

This Amended Settlement Agreement and Release (“Settlement Agreement”), dated September 28, 2023, is made and entered into by and among the following Settling Parties (defined below), by and through the parties’ counsel of record: (i) Defendant BioPlus Specialty Pharmacy Services, LLC (“BioPlus”); and (ii) Plaintiffs Bonnie Gilbert, Wendy Bryan, Patricia White, David Gatz, Crystal Hullet, Lori Grader, Daryl Swanson, Stephen Gabbard, and Alicia Dunn, both individually and on behalf of the Class (collectively, “Plaintiffs”), in the case of *Gilbert et al. v. BioPlus Specialty Pharmacy Services, LLC*, 6:21-cv-02158-RBD-DCI (M.D. Fla). BioPlus and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as the “Parties.” The Settlement Agreement (defined below) is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever

resolve, discharge, and settle the Released Claims (defined below), upon and subject to the terms and conditions thereof.

I. THE LITIGATION

Between October 25, 2021 and November 11, 2021, an unauthorized actor gained access to files containing information pertaining to approximately 349,188 of BioPlus's patients (the "Data Incident"). BioPlus promptly issued notice of the Data Incident in December 2021. On December 27, 2021, Plaintiff Bonnie Gilbert filed a putative class action lawsuit against BioPlus Specialty Pharmacy Services, LLC, relating to the Data Incident alleging claims of negligence and negligence per se. (the "Litigation"). In March 2023, Plaintiffs Wendy Bryan, Patricia White, David Gatz, Crystal Hullet, Lori Grader, Daryl Swanson, Stephen Gabbard, and Alicia Dunn joined with Plaintiff Gilbert and filed their Third Amended Complaint ("TAC" or "Complaint") in the Litigation, alleging claims of negligence, breach of implied contract, and violation of Florida's Deceptive and Unfair Trade Practices Act (Fla. Stat. § 501.201, et seq.), and for declaratory judgment.

On August 23, 2022, the Parties participated in a full-day virtual mediation before Rodney A. Max of Upchurch Watson White & Max. The Parties were unable to come to a settlement agreement.

Following the August 23, 2022 mediation, the Parties engaged in discovery, including exchanging discovery requests and responses and producing documents.

During this time, the Parties continued to discuss settlement and the Court issued its ruling on BioPlus's motion to dismiss dismissing Plaintiffs' negligence per se, breach of fiduciary duty, breach of express contract, and attorneys' fees claims, dismissing without prejudice, Plaintiffs' violations of consumer statutes claims with prejudice, and allowing to proceed Plaintiffs' negligence, breach of implied contract, and declaratory judgment claims (Doc. 59). With the Court's guidance on the motion dismiss, on April 12, 2023, the Parties reconvened mediation before Mr. Max, and reached a settlement in principle, the salient terms of which were memorialized in a term sheet signed by the Parties' counsel on April 25, 2023. The full terms of the parties' settlement are set forth in this Amended Settlement Agreement and attached exhibits.

The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time, and expense for both of the Parties.

II. PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLING

Plaintiffs believe the claims asserted in the Litigation, as set forth in the Complaint, have merit. Plaintiffs and Class Counsel (defined below) recognize and acknowledge, however, the expense and length of continued proceedings necessary to prosecute the Litigation against BioPlus through continued motion practice, trial,

and potential appeals. They have also considered the uncertain outcome and risk of further litigation, as well as the difficulties and delays inherent in such litigation, especially in complex class actions. Class Counsel are highly experienced in class action litigation and very knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

III. DENIAL OF WRONGDOING AND LIABILITY

BioPlus denies each and all of the claims and contentions alleged against it in the Litigation. BioPlus denies all charges of wrongdoing or liability as alleged, or which could be alleged, in the Litigation. Nonetheless, BioPlus has concluded that further litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. BioPlus has considered the uncertainty and risks inherent in any litigation. BioPlus has, therefore, determined that it is desirable and beneficial that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

IV. SETTLEMENT TERMS & DEFINITIONS

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, individually and on behalf of the Settlement Class, Class

Counsel, and BioPlus that, subject to the approval of the Court, the Litigation, and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties and the Settlement Class, except those members of the Settlement Class who timely opt-out of the Settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

1. Definitions

As used in the Settlement Agreement, the following terms have the meanings specified below:

1.1 “**Action**” or “**Litigation**” means *Gilbert et al. v. BioPlus Specialty Pharmacy Services, LLC*, No. 6:21-cv-02158-RBD-DCI, Middle District Court of Florida.

1.2 “**Agreement**” or “**Settlement Agreement**” means this agreement, exhibits, and the settlement embodied herein.

1.3 “**Claim**” means a claim for Settlement benefits made under the terms of this Settlement Agreement.

1.4 “**Claims Deadline**” means the postmark and/or online submission deadline for Valid Claims submitted pursuant to ¶¶ 2.1 and 2.2.

1.5 “**Claim Forms**” means the claim forms to be used by Settlement Class Members to submit a Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in Exhibits A-1 and A-2 attached hereto.

1.6 “**Claims-Made Benefits**” or “**Non-SSN Settlement Fund**” means the Settlement benefits (as described below) available to the Claims-Made Settlement Class Members. The Claims-Made Benefits will be funded by BioPlus in an amount not to exceed \$1,175,000, inclusive of (i) all Valid Claims for Settlement benefits made under ¶ 2.1; (ii) 62.65% of the Notice and Settlement Administration Costs (defined below) incurred in the administration of both Claims-Made and Common Fund Benefits, including all taxes owed by the Claims-Made Benefits and Common Fund; and (iii) any attorneys’ fees not to exceed 1/3 of the Non-SSN Settlement Fund, and 62.65% of the total costs and expenses incurred by Class Counsel, as approved by the Court.

1.7 “**Claims-Made Settlement Class Members**” or “**Non-SSN Class Members**” means the approximately 218,750 Settlement Class Members whose personal information was impacted in the Data Incident, and whose Social Security numbers were not impacted in the Data Incident. The Claims-Made Settlement Class Members are eligible to submit a claim under the Claims-Made Benefits. Class Representative Crystal Hullett is a Non-SSN Class Member. Non-SSN Class Members comprise approximately 62.65% of the 349,188 total Class Members.

1.8 “**Class Counsel**” means John A. Yanchunis of Morgan & Morgan; Terence R. Coates and Dylan J. Gould of Markovits, Stock & DeMarco, LLC; Nicholas A. Migliaccio of Migliaccio & Rathod, LLP; Joseph M. Lyon of The Lyon Firm, LLC; J. Gerard Stranch, IV, of Stranch, Jennings & Garvey, PLLC; Gary E. Mason of Mason LLP; and M. Anderson Berry and Gregory Haroutunian of Clayco C. Arnold, A Professional Corporation.

1.9 “**Common Fund**” or “**SSN Settlement Fund**” means a non-reversionary common fund to be funded by BioPlus in the amount of \$1,025,000, which will be allocated as follows (i) 37.35% of the Notice and Settlement Administration Costs (defined below) incurred in the administration of both Claims-Made and Common Fund Benefits, including all taxes owed by the Claims-Made Benefits and Common Fund; (ii) any attorneys’ fees not to exceed 1/3 of the SSN Settlement Fund, and 37.35% of the total costs and expenses incurred by Class Counsel, as approved by the Court; (iii) all Valid Claims for Settlement benefits made under ¶ 2.2.

1.10 “**Common-Fund Settlement Class Members**” or “SSN Class Member” means the approximately 130,438 Settlement Class Members whose personal information, including Social Security numbers, was impacted in the Data Incident. Common-Fund Settlement Class Members are eligible to submit a claim under the Common Fund. Class Representatives Bonnie Gilbert, Wendy Bryan,

Patricia White, David Gatz, Lori Grader, Daryl Swanson, Stephen Gabbard, and Alicia Dunn are SSN Class Members. SSN Class Members comprise approximately 37.35% of the total 349,188 Class Members.

1.11 “**Court**” means the United States District Court for the Middle District of Florida.

1.12 “**Dispute Resolution**” means the process for resolving disputed Claims as set forth in this Settlement Agreement.

1.13 “**Effective Date**” means the first date by which all of the events and conditions specified in ¶ 1.14 herein have occurred and been met.

1.14 “**Final**” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined below); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fee award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.15 “**Judgment**” means a judgment rendered by the Court.

1.16 “**Long Form Notice**” means the long form notice of settlement posted on the Settlement Website, substantially in the form as shown in Exhibit C attached hereto.

1.17 “**BioPlus’s Counsel**” means Baker & Hostetler LLP.

1.18 “**Notice Date**” means 45 days following entry of the Preliminary Approval Order. The Notice Date shall be used for purposes of calculating the Claims Deadline, Opt-Out Date and Objection Date deadlines, and all other deadlines that flow from the Notice Date.

1.19 “**Notice and Settlement Administration Cost**” means all costs incurred or charged by the Settlement Administrator in connection with providing Notice to Settlement Class Members and costs of administering the Common Fund and Claims-Made Settlement benefits.

1.20 “**Objection Date**” means the date by which the Settlement Class Members must mail to Class Counsel and BioPlus’s Counsel, or in the alternative, file with the Court their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.21 “**Opt-Out Date**” means the date by which the Settlement Class Members must mail their requests to be excluded from the Settlement Class for that

request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

1.23 “**Preliminary Approval Order**” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Settling Parties’ have proposed a timeline to incorporate into the Preliminary Approval Order as Exhibit D.

1.24 “**Released Claims**” shall collectively mean any and all past, present, and future claims and causes of action including, but not limited to, any causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, city, or municipality, including 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States as defined below; violations of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* and all similar state consumer-protection statutes; violations of the California Consumer Protection Act

of 2018, Cal. Civ. Code § 1798, *et seq.* and all similar state privacy-protection statutes; violations of the California Customer Records Act, Cal. Civ. Code § 1798.84, *et seq.* and all similar notification statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any member of the Settlement Class against any of the Released Parties based on, relating to, concerning or arising out of the Data Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released

Parties to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of the Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.25 “**Related Entities**” means BioPlus’s past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

1.26 “**Released Parties**” means BioPlus and its Related Entities and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers, and reinsurers.

1.27 “**Reminder Notice**” means the reminder notice that the Settlement Administrator will send to Class Members for whom there is a valid email address 60 days after the Notice Date.

1.28 “**Settlement Administration**” means the processing of Notice and the processing and payment of Claims received from Settlement Class Members by the Settlement Administrator.

1.29 “**Settlement Administrator**” means Kroll Settlement Administration, LLC (“Kroll”), a company experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.30 “**Settlement Class**” means all persons whose personal information was impacted in the Data Incident. The Settlement Class specifically excludes: (i) BioPlus and its respective officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) the Judge and/or magistrate assigned to evaluate the fairness of this settlement; and (iv) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

1.31 “**Settlement Class Member(s)**” means all Persons meeting the definition of the Settlement Class.

1.32 “**Settlement Website**” means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and

related information, as well as provide the Settlement Class Members with the ability to submit a Claim online.

1.33 “**Settling Parties**” means, collectively, BioPlus and Plaintiffs, individually and on behalf of the Settlement Class, and all Released Parties.

1.34 “**Short Form Notices**” means the short form notices of the proposed class action settlement, substantially in the form as shown in Exhibits B-1 and B-2 attached hereto. The Short Form Notice will direct recipients to the Settlement Website and inform Settlement Class Members of, among other things, the Claims Deadline, the Opt-Out and Objection Deadlines, and the date of the Final Fairness.

1.35 “**Unknown Claims**” means any of the Released Claims that Plaintiffs do not know or suspect to exist in their favor at the time of the release of the Released Parties that, if known by them, might have affected their settlement with, and release of, the Released Parties, or might have affected their decision not to object to and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Plaintiffs intend to and expressly shall have waived the provisions, rights, and benefits conferred by California Civil Code § 1542, (or any similar comparable, or equivalent provision of any federal, state or foreign law, or principle of common law which is similar, comparable, or equivalent to California Civil Code §1542), which provides:

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

Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, upon the Effective Date, fully, finally and forever settled and released any and all Released Claims. The Settling Parties acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

1.36 “**Valid Claims**” means Claims in an amount approved by the Settlement Administrator or found to be valid through the claims processing and/or Dispute Resolution process.

2. Settlement Structure

2.1 Claims-Made Benefits

2.1.1 Claims-Made Settlement Class Members shall have the opportunity to submit a Claim for Claims-Made Settlement Benefits on or before the Claims Deadline. The benefits available to Claims-Made Settlement Class

Members, as described below, shall include (1) Lost-Time Claims; and (2) Out-of-Pocket Expense Claims.

- a) Lost-Time Claims: Claims-Made Settlement Class Members may submit a Claim for up to two (2) hours of time spent related to the Data Incident at \$25 per hour if the Settlement Class Member (1) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (2) provides a brief general description of how the claimed lost time was spent. No documentation need be submitted in connection with Lost-Time Claims.
- b) Out-of-Pocket Expense Claims: Claims-Made Settlement Class Members may submit a Claim for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident. Out-of-Pocket-Expense Claims will include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after October 25, 2021 that the claimant attests under penalty

of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges. Claims-Made Settlement Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not “self-prepared” by the claimant, that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. Out-of-Pocket Expense Claims must include an attestation that the monetary losses are fairly traceable to the Data Incident and were not incurred due to some other event or reason.

2.1.2 Claims-Made Settlement Class Members’ claims for Lost Time and/or Out-of-Pocket Losses are subject to an individual cap of \$750 per claimant.

2.1.3. Use of Claims-Made Benefits: The Claims-Made Benefits shall be used to pay for (i) 62.65% of Notice and Settlement Administration Costs incurred in the administration of both Claims-Made Benefits and Common Fund, including all taxes owed by the Claims-Made Benefits and Common Fund; (ii) attorneys' fees not to exceed 1/3 of the Non-SSN Settlement Fund, and 62.65% of the reasonable costs and expenses incurred by Class Counsel, as approved by the Court; and (iii) any Claims-Made Benefits to Claims-Made Settlement Class Members, pursuant to the terms and conditions of this Agreement. In no event shall the total costs of Claims-Made Benefits exceed \$1,175,000.

2.2 Common-Fund Benefits

2.2.1 The Common-Fund Settlement Class Members shall have the opportunity to submit a Claim for Common-Fund Benefits on or before the Claims Deadline. The Common-Fund Benefits, as described below, shall include (1) Pro-Rata Cash Payments; or (2) Lost-Time Claims and (3) Out-of-Pocket Expense Claims. These benefits shall be paid from the \$1,025,000 non-reversionary Common Fund after the deduction of (i) 37.35% of Notice and Settlement Administration Costs incurred in the administration of both Claims-Made Benefits and Common Fund, including all taxes owed by the Claims-Made Benefits and Common Fund; (ii) attorneys' fees not to exceed 1/3 of the SSN Settlement Fund, and 37.35% of the reasonable costs and expenses incurred by Class Counsel, as approved by the Court.

- a) \$50 Pro-Rata Cash Payment: Common-Fund Settlement Class Members may submit a Claim for a \$50 cash payment. The Settlement Administrator will make *pro rata* settlement payments, which may increase or decrease the \$50 Cash Payment, subject to the Common Fund cap (described below).
- b) Lost-Time Claims: Common-Fund Settlement Class Members may submit a Claim for up to three (3) hours of time spent remedying issues related to the Data Incident at \$25 per hour if the Settlement Class Member (1) attests that any claimed lost time was spent related to and arising out of the Data Incident, and (2) provides a brief general description of how the claimed lost time was spent. No documentation need be submitted in connection with Lost-Time Claims.
- c) Out-of-Pocket Expense Claims: Common-Fund Settlement Class Members may submit a Claim for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident. Out-of-Pocket-Expense Claims will include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs

associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after October 25, 2021 that the claimant attests under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of claim submission; and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges. Common-Fund Settlement Class Members with Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not “self-prepared” by the claimant, that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. Out-of-Pocket Expense Claims must include an attestation that the monetary losses are fairly traceable to the Data Incident and were not incurred due to some other event or reason.

2.2.2 Common-Fund Settlement Class Members may stack any benefits available to them under the settlement.

2.2.3 Common-Fund Settlement Class Members' claims for Lost Time and/or Out-of-Pocket Losses are subject to an individual cap of \$7,500 per claimant. The amount of Pro Rata Cash Payments does not count toward this cap.

2.3 Claims Deadline: Settlement Class Members seeking reimbursement under ¶¶ 2.1 or 2.2 must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 90th day after the Notice Date. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required.

2.4 Dispute Resolution

2.4.1 The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Out-of-Pocket Expenses Claims described above; and (3) the information submitted could lead a reasonable person to conclude that more likely

than not the Claimant has suffered the claimed losses as a result of the Data Incident (collectively, “Facially Valid”). The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Out-of-Pocket Expenses reflect valid Out-of-Pocket Expenses actually incurred that are fairly traceable to the Data Incident but may consult with Class Counsel and BioPlus’s Counsel in making individual determinations. Out-of-Pocket Expenses will be presumed “fairly traceable” if: (1) the timing of the losses occurred on or after October 25, 2021; and (2) the personal information used to commit identity theft or fraud consisted of the same type of personal information that was provided to BioPlus prior to the Data Incident. The Settlement Administrator is authorized to contact any Settlement Class Member to seek clarification regarding a submitted claim prior to making a determination as to its validity. Out-of-Pocket Expenses are not eligible for reimbursement to the extent a Settlement Class Member has already been reimbursed for the same expense by any other source, including any compensation provided in connection with the credit monitoring product previously offered by BioPlus.

2.4.2 To the extent the Settlement Administrator determines a claim for Out-of-Pocket Expenses or Lost Time is deficient in whole or in part, within a reasonable time of making such a determination, but no later than 14 days after the Claims Deadline, the Settlement Administrator is authorized to contact the

Settlement Class Member via telephone or e-mail in an attempt to informally resolve the deficiency prior to sending a formal deficiency notice. If the deficiency is not resolved in this manner, the Settlement Administrator shall formally notify the Settlement Class Member of the deficiencies and give the Settlement Class Member 21 days to cure the deficiencies. Such notifications shall be sent via e-mail, unless the Claimant did not provide an e-mail address, in which case such notifications shall be sent via U.S. mail.

2.4.3 If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within 10 days of the determination that the deficiencies have not been cured. The Settlement Administrator may consult with counsel for both Parties prior to making such determinations. The notice shall inform the Settlement Class Member of his or her right to dispute in writing the deficiency determination and of his or her right to request an appeal of this determination within 30 days of the deficiency determination.

2.4.4 If a Settlement Class Member disputes in writing a determination and requests an appeal, the Settlement Administrator shall provide Class Counsel and BioPlus's Counsel a copy of the Settlement Class Member's dispute and his or her Claim Form along with all documentation or other information submitted by the

Settlement Class Member. Class Counsel and BioPlus's Counsel shall confer regarding the claim submission, and their agreement on approval or denial of the Settlement Class Member's claim, in whole or in part, will be final.

2.5 Medicare/Medicaid Reporting: To enable reporting to the Centers for Medicare & Medicaid Services, any Settlement Class Member that is a Medicare beneficiary who sought services from a health care professional for emotional distress arising out of the Data Incident and may receive payment of over \$750 under this Settlement will be required to provide additional information, including their full name, gender, date of birth, and Social Security Number (last five digits at a minimum) or full Medicare Beneficiary Number to be eligible for payment.

3. Notice and Settlement Administration Expenses

3.1 All Notice and Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid by BioPlus directly to the Settlement Administrator. Such costs shall be allocated so that 37.35% of the costs will come from the SSN Settlement Fund and 62.65% of the costs will come from the Non-SSN Settlement Fund.

4. Opt-Out Procedures

4.1 Each Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the

designated Post Office box established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Notice Date.

4.2 All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

4.3 In the event that within 10 days after the Opt-Out Date as approved by the Court, there have been more than 500 timely and valid Opt-Outs submitted, BioPlus may, by notifying Settlement Class Counsel and the Court in writing within 30 days after the Opt-Out Date, void this Settlement Agreement. If BioPlus voids the Settlement Agreement pursuant to this paragraph, BioPlus shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel.

5. Objection Procedure

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number: *Gilbert et al. v. BioPlus Specialty Pharmacy Services, LLC*, No. 6:21-cv-02158-RBD-DCI; (iii) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vi) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date, to Class Counsel, Terence R. Coates, Markovits, Stock & DeMarco, LLC, 119 East Court Street, Suite 530, Cincinnati, Ohio 45202; and counsel for BioPlus, Christopher A. Wiech at Baker Hostetler, 1170 Peachtree Street, N.E., Suite 2400, Atlanta, Georgia 30309. The objector or his or her counsel may also file their Objection with the Court through the Court's ECF system, with service on Class Counsel and BioPlus's counsel, to be made through the ECF

system. For all objections mailed to Class Counsel and BioPlus's Counsel, Class Counsel will file them with the Court as an exhibit to Plaintiffs' motion for final approval.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

6. Settlement Class Certification

6.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement

Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

7. Releases

7.1 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

7.2 Upon the Effective Date, BioPlus shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion,

settlement, or resolution of the Litigation, except for enforcement of the Settlement Agreement. Any other claims or defenses BioPlus may have against such Persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Litigation are specifically preserved and shall not be affected by the preceding sentence.

7.3 Notwithstanding any term herein, neither BioPlus nor its Released Parties shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Class Counsel.

8. Class Counsel's Attorneys' Fees, Costs, and Expenses

8.1 The Parties have agreed that, as part of the Settlement, the Court shall determine the amount of any award of attorneys' fees and costs.

8.2 Class Counsel shall submit a motion to the Court requesting attorneys' fees and costs no later than 14 days before the Objection and Opt-Out Deadlines.

8.3 BioPlus shall retain any and all rights to oppose any such filed motion(s) on any and all available grounds related to the amount of attorneys' fees and costs.

8.4 Any attorneys' fees and costs awarded by the Court shall be due and payable within 30 days after the Effective Date. Any attorneys' fees or costs awarded by the Court shall be paid by BioPlus per the terms of this Agreement.

9. Preliminary Approval Order and Publishing of Notice of Final Fairness Hearing

9.1 Contemporaneously with Plaintiffs' Motion for Preliminary Approval, Class Counsel and BioPlus's Counsel shall jointly submit this Settlement Agreement to the Court, and Class Counsel will file a motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order, including the timeline provided in Exhibit D in both terms and cost, requesting, *inter alia*:

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 6.1;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Class Representatives;
- e) approval of the Short Form Notices to be mailed to Settlement Class Members in a form substantially similar to the one attached as Exhibits B-1 and B-2 to this Settlement Agreement;

- f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit C to this Settlement Agreement, which, together with the Short Form Notices, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and Notice are legitimate and that the Settlement Class Members are entitled to benefits under the settlement, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, instructions for the process and instructions for making claims to the extent contemplated herein, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Forms to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as Exhibits A-1 and A-2 to this Settlement Agreement; and,
- h) appointment of Kroll as the Settlement Administrator.

9.2. The Short Form Notices, Long Form Notice, and Claim Forms have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

Immaterial revisions to these documents may also be made prior to dissemination of Notice.

10. Settlement Administration and Class Notice

10.1 Notice shall be provided to Settlement Class Members by the Settlement Administrator as follows:

- a) *Class Member Information*: No later than 14 days after entry of the Preliminary Approval Order, BioPlus shall provide the Settlement Administrator with the name and last known physical address of each Settlement Class Member (collectively, “Class Member Information”) that BioPlus possesses.
- b) The Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.

- c) *Settlement Website*: Prior to the dissemination of the Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information (“Settlement Website”). The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Short Form Notices; (ii) the Long Form Notice; (iii) the Claim Forms; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall remain active for at least 180 days after the Effective Date.
- d) *Short Form Notices*: Within 45 days after the entry of the Preliminary Approval Order (“Notice Date”), and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class via mail to the postal address or, where possible, email to the email address in BioPlus’s

possession. Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

- e) In the event that a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, and the envelope contains a forwarding address, the Settlement Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice;
- f) In the event that subsequent to the first mailing of a Short Form Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of

the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven days of receiving such information. This shall be the final requirement for mailing;

- g) Publishing, on or before the Notice Date, the Claim Forms, Long Form Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- h) A toll-free help line with an IVR system and a live call-back option shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Form Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and
- i) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and BioPlus shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

j) Sixty (60) days after the Notice Date, the Settlement Administrator shall send a Reminder Notice to Class Members for whom it has a valid email address.

10.2 The Settlement Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶¶ 2.1 and 2.2. The Settlement Administrator shall provide Class Counsel and BioPlus reports as to both claims and distribution and Class Counsel and BioPlus have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth in ¶ 2.4. All claims agreed to be paid in full by BioPlus shall be deemed valid.

10.3 Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within 30 days of the Effective Date.

10.4 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.5 No Person shall have any claim against the Settlement Administrator, BioPlus, Class Counsel, Plaintiffs, and/or BioPlus's Counsel based on distributions of benefits to Settlement Class Members.

10.6 *Establishment of Common Fund.* Within 30 days of the Final Approval Order, BioPlus shall deposit the sum of \$1,025,000 into an account established and administered by the Settlement Administrator.

10.7 *Non-Reversionary.* The Common Fund is non-reversionary. As of the Effective Date, all rights of BioPlus in or to the Common Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 11.2.

10.8 *Qualified Settlement Fund.* The Parties agree that the Common Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government. BioPlus and BioPlus's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment

decisions executed by the Settlement Administrator. All risks related to the investment of the Common Fund shall be borne solely by the Common Fund and its Escrow Agent. Further, the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Common Fund and paying from the Common Fund any taxes and tax-related expenses owed with respect to the Common Fund. The Parties agree that the Common Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Common Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the Common Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

10.9 Custody of Common Fund. The Common Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the Common Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Common Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 11.2.

10.10 Use of the Common Fund. As further described in this Agreement, the Common Fund shall be used by the Settlement Administrator to pay for the

following: (i) taxes and tax-related expenses, (ii) Valid Claim(s) by Common-Fund Settlement Class Members for Out-of-Pocket Losses; (iii) Valid Claim(s) by Common-Fund Settlement Class Members for Lost Time; and (iv) Valid Claims by Common-Fund Settlement Class Members for Cash Payment. Following payment of all of the above expenses, any amount remaining in the Common Fund shall be distributed to the SSN Class Members, if feasible, or else paid to the Non-Profit Residual Recipient in accordance with Paragraph 10.12. No amounts may be withdrawn from the Common Fund unless expressly authorized by this Agreement or approved by the Court.

10.11 Taxes and Representations. Taxes and tax-related expenses relating to the Common Fund shall be considered Notice and Administrative Expenses and shall be timely paid by the Settlement Administrator out of the Common Fund without prior order of the Court. Further, the Common Fund shall indemnify and hold harmless the Parties, their counsel, and their insurers and reinsurers for taxes and tax-related expenses (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Common Fund. Each Class Representative and Settlement Class Member shall be solely responsible

for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Common Fund pursuant to this Agreement.

10.12 “Non-Profit Residual Recipient” means the 501(c)(3) entity jointly agreed upon by the Parties and approved by the Court. The Parties will jointly propose a potentially suitable Non-Profit Residual Recipient if necessary.

11. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination

11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) the Court has entered the Preliminary Approval Order and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 9.1;
- b) BioPlus has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.14.

11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 11.4 unless Class Counsel and BioPlus’s Counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 Within seven days after the Opt-Out Date, the Settlement Administrator shall furnish to Class Counsel and to BioPlus's Counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

11.4 In the event that the Settlement Agreement or the releases set forth in ¶¶ 7.1, 7.2, and 7.3 above are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs and expenses shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, BioPlus shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class above and shall not, at any time, seek

recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

12. Miscellaneous Provisions

12.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

12.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12.5 This Agreement contains the entire understanding between BioPlus and Plaintiffs regarding the payment of the Litigation settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings

between BioPlus and Plaintiffs in connection with the payment of the Litigation settlement. Except as otherwise provided herein, each party shall bear its own costs.

12.6 Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

12.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

12.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

12.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit

to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

12.11 As used herein, “he” means “he, she, or it;” “his” means “his, hers, or its,” and “him” means “him, her, or it.”

12.12 All dollar amounts are in United States dollars (USD).

12.13 Cashing a settlement check is a condition precedent to any Settlement Class Member’s right to receive settlement benefits. All settlement checks shall be void 90 days after issuance and shall bear the language: “This check must be cashed within 90 days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until 180 days after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, and BioPlus shall have no obligation to make payments to the Settlement Class Member for expense reimbursement under ¶¶ 2.1 or 2.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than 180 days from the Effective Date, requests for re-issuance need not be honored after such checks become void.

12.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

Dated: January 5, 2024

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