

# Exhibit G

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS**

PATRICIA MAYER, CATHERINE  
MASSARELLI, and MARY MURPHY,  
*on behalf of themselves and all others  
similarly situated,*

Plaintiffs,

v.

MIDWEST PHYSICIAN ADMINISTRATIVE  
SERVICES, LLC d/b/a DULY HEALTH AND  
CARE,

Defendant.

Case No. 1:23-cv-03132

Hon. April M. Perry  
United States District Court Judge

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**SETTLEMENT AGREEMENT**

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This Settlement Agreement is made and entered into by, between, and among the following Parties: (i) Patricia Mayer, Catherine Massarelli, and Mary Murphy (“Plaintiffs” or the “Class Representatives”), individually and on behalf of the Settlement Class, by and through their counsel of record; and (ii) the Midwest Physician Administrative Services, LLC d/b/a Duly Health and Care (“Defendant” or “Duly”), by and through its counsel of record (collectively, the “Parties”). The Settlement Agreement is subject to Court approval and is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Litigation and Released Claims, upon and subject to the terms and conditions herein.

**RECITALS**

**WHEREAS**, Duly is a management services organization for medical groups that provide healthcare services in the State of Illinois and, in connection with these services, operates a public website, <https://www.dulyhealthandcare.com/> (the “Website”), and a MyChart patient portal (the “Portal”, and together with the Website, the “Web Properties”).

**WHEREAS**, on April 10, 2023, representative plaintiff Patricia Mayer (“Plaintiff Mayer”) commenced a class action lawsuit by filing a complaint in the Circuit Court of Cook County, Illinois, alleging that personal health information was collected and shared with Meta/Facebook through Duly’s implementation of the Facebook Pixel on its Web Properties and the Facebook Conversions Application Programming Interface on its Web Properties’ servers;

**WHEREAS**, on May 18, 2023, Duly removed the action from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois pursuant to the federal officer removal statute, 28 U.S.C. § 1442(a)(1), and the Class Action Fairness Act, codified at 28 U.S.C. § 1332(d);

**WHEREAS**, on June 16, 2023, Plaintiff Mayer filed a motion to remand;

**WHEREAS**, on February 1, 2024, Plaintiff Mayer filed a motion to withdraw the motion to remand and to file an amended complaint;

**WHEREAS**, on March 1, 2024, Plaintiff Mayer, along with newly added named plaintiffs Catherine Massarelli and Mary Murphy (collectively, “Plaintiffs”), filed an amended class action complaint in the United States District Court for the Northern District of Illinois asserting eight causes of action;

**WHEREAS**, the amended class action complaint asserted one claim under federal law for alleged violation of the Electronic Communications Privacy Act (“ECPA”) and seven claims under Illinois state law: (1) alleged violation of the Illinois Eavesdropping Statute; (2) alleged violation of the Illinois Consumer Fraud and Deceptive Business Practices Act; (3) alleged violation of the Illinois Uniform Deceptive Trade Practices Act; (4) breach of confidence; (5) invasion of privacy—intrusion upon seclusion; (6) breach of implied contract; and (7) negligence;

**WHEREAS**, on April 1, 2024, Duly moved to dismiss Plaintiffs' amended class action complaint in its entirety for failure to state a claim;

**WHEREAS**, on March 31, 2025, the Honorable April M. Perry of the United States District Court for the Northern District of Illinois granted in part and denied in part Duly's motion to dismiss;

**WHEREAS**, Judge Perry dismissed six claims in the amended class action complaint: (1) violation of the Illinois Eavesdropping Statute; (2) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act; (3) violation of the Illinois Uniform Deceptive Trade Practices Act; (4) breach of confidence; (5) invasion of privacy—intrusion upon seclusion; and (6) breach of implied contract;

**WHEREAS**, two claims survived the motion to dismiss: (1) violation of the ECPA; and (2) negligence;

**WHEREAS**, following the Court's Order, the Parties agreed to mediate the remaining claims;

**WHEREAS**, the Parties engaged in an informal exchange of information during which Duly disclosed that the Meta Pixel was never placed in the Portal, but also that individuals could log into one portion of Duly's Website, <https://www.dulyhealthandcare.com/>, where the Meta Pixel was installed with their Duly MyChart credentials for easier appointment scheduling between July 24, 2020 and April 10, 2023;

**WHEREAS**, on June 18, 2025, the Parties engaged in a full-day mediation before Mr. Bruce A. Friedman, *Esq.* of JAMS Mediation, Arbitration and ADR Services, but the mediation did not conclude with a signed settlement agreement;

**WHEREAS**, the Parties proceeded with formal discovery while continuing their negotiations;

**WHEREAS**, on September 10, 2025, the Parties reached a settlement in principle;

**WHEREAS**, following the settlement in principle, this Settlement Agreement sets forth the complete and final understanding of the Parties regarding the settlement of the civil action captioned *Mayer v. Midwest Physician Administrative Services, LLC d/b/a Duly Health and Care*, Case No. 1:23-cv-03132 (the “Litigation”), currently pending in the United States District Court for the Northern District of Illinois;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by, between, and among the Class Representatives, individually and on behalf of the Settlement Class, Class Counsel, and Defendant, that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally, fully, and forever compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Parties and the Settlement Class Members, except those Settlement Class Members who lawfully opt-out of the Settlement, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

## **I. DEFINITIONS.**

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

- 1.1     **“Attorneys’ Costs, Expenses, and Fees”** means the attorneys’ costs, expenses, and fees incurred by Class Counsel in connection with investigating, commencing, prosecuting, and settling the Litigation on behalf of Settlement Class Members.
- 1.2     **“Claimant”** means a Settlement Class Member who makes a valid and timely Settlement Claim approved by the Settlement Administrator or the Court, for good

cause shown, in accordance with the terms and conditions of this Settlement Agreement.

- 1.3     **“Claims Administration”** means the processing and payment of claims received from Settlement Class Members by the Settlement Administrator.
- 1.4     **“Claims Administration Costs”** means all actual costs associated with or arising from Claims Administration, including any taxes owed on the Settlement Fund.
- 1.5     **“Claims Deadline”** means the date by which Settlement Class Members must return or submit the Claim Form to the Settlement Administrator online or via U.S. mail, postmarked by that date. The Claims Deadline shall be sixty (60) Days after the Notice Date.
- 1.6     **“Claim Form”** means the form that will be available for Settlement Class Members to submit a Settlement Claim to the Settlement Administrator, substantially in the form as shown in **Exhibit C** to this Settlement Agreement. Settlement Class Members must submit a valid and timely Claim Form, subject to the provisions of this Settlement Agreement, to obtain benefits under this Settlement Agreement.
- 1.7     **“Claim Payment”** means the *pro rata* digital payment or mail check made to each Claimant in accordance with the terms and conditions of this Settlement Agreement.
- 1.8     **“Class Counsel”** means David S. Almeida, *Esq.* and Britany A. Kabakov, *Esq.* of Almeida Law Group LLC located at 849 W. Webster Avenue in Chicago, Illinois 60614 and James B. Zouras, *Esq.* and Michael J. Casas, *Esq.* of Stephan Zouras, LLC located at 222 W. Adams Street, Suite 2020, in Chicago, Illinois 60606.
- 1.9     **“Court”** means the United States District Court for the Northern District of Illinois.

1.10   **“Days”** means calendar days.

1.11   **“Defendant”** or **“Duly”** means Midwest Physician Administrative Services, LLC d/b/a Duly Health and Care.

1.12   **“Defendant’s Counsel”** means David A. Carney, *Esq.* of Baker & Hostetler LLP, located at 127 Public Square, Suite 2000 in Cleveland, Ohio 44114 and Bonnie Keane DelGobbo, *Esq.* of Baker & Hostetler LLP, located at 1 North Wacker Drive, Suite 4500 in Chicago, Illinois 60606.

1.13   **“Effective Date”** means the date when the Settlement Agreement becomes Final, which is thirty-one (31) Days after the Court grants final approval, assuming no appeals are filed. If any appeal is filed, the Effective Date shall be thirty-one (31) Days from when the appeal is finally decided by the United States Supreme Court, or the time for petitioning for certiorari with the United States Supreme Court has expired, whichever date comes later.

1.14   **“Final”** means the occurrence of all the following events:

- a.    the settlement pursuant to this Settlement Agreement is approved by the Court;
- b.    the Court has entered a Judgment;
- c.    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, including through a petition for certiorari.

Notwithstanding the above, any order modifying or reversing the Attorneys’ Costs, Expenses, and Fees or the Service Award shall not affect whether the Judgment is “Final” or any other aspect of the Judgment.

- 1.15   **“Final Approval Hearing”** means the hearing at which the Court will determine whether to approve the proposed Settlement, including determining whether the settlement benefits, Claims Administration Costs, Attorneys’ Costs, Expenses, and Fees, and Service Award are fair, reasonable, and adequate.
- 1.16   **“Judgment”** means a final Judgment rendered by the Court under Federal Rule of Civil Procedure 54(b).
- 1.17   **“Litigation”** means the civil action captioned *Mayer v. Midwest Physician Administrative Services, LLC*, Case No. 1:23-cv-03132, currently pending in the United States District Court for the Northern District of Illinois before the Honorable April M. Perry, Judge.
- 1.18   **“Long-Form Notice”** means the long-form notice of Settlement to be posted on the Settlement Website, substantially in the form of **Exhibit A**.
- 1.19   **“Notice Date”** means the date by which the Settlement Administrator must begin sending the Short-Form Notice to all Settlement Class Members. The Notice Date shall be forty-five (45) Days after the Court enters the Preliminary Approval Order.
- 1.20   **“Notice Program”** means the method for providing reasonable notice to the Settlement Class set forth in Section 4 of this Settlement Agreement.
- 1.21   **“Objection”** means a written objection to the Settlement made by a Settlement Class Member.
- 1.22   **“Objection Deadline”** means the date by which Settlement Class Members must file with the Court their objection to the Settlement. The Objection Deadline shall be sixty (60) Days after the Notice Date.

1.23   **“Opt-Outs”** means a Settlement Class Member who submits a valid and timely request to be excluded from the Settlement Class, and whose request for exclusion has been approved by the Settlement Administrator.

1.24   **“Opt-Out Deadline”** means the date by which Settlement Class Members must request to be excluded from the Settlement Class for that request to be effective. The Opt-Out Deadline shall be sixty (60) Days after the Notice Date.

1.25   **“Parties”** means Plaintiffs Patricia Mayer, Catherine Massarelli, and Mary Murphy, individually and on behalf of the Settlement Class, and Defendant Midwest Physician Administrative Services, LLC d/b/a Duly Health and Care.

1.26   **“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 or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.27   **“Plaintiffs”** or **“Class Representatives”** means Patricia Mayer, Catherine Massarelli, and Mary Murphy.

1.28   **“Portal”** means the Duly MyChart Patient Portal, accessible from <https://mychart.dupagemd.com/MyChart/> and <https://mychart.duly.com/MyChart/>.

1.29   **“Preliminary Approval Order”** means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to the Settlement Class. The Parties’ proposed form of Preliminary Approval Order is attached to this Agreement as **Exhibit D** with the understanding that the Exhibit may be modified by the Court.

1.30   **“Related Entities”** means Defendant’s past or present parents, subsidiaries, divisions, managed medical groups as well as each of these entities’ respective predecessors, successors, directors, managers, officers, employees, members, 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 the Litigation and including, but not limited to: DuPage Medical Group, Ltd.; The South Bend Clinic, LLC; Quincy Physicians & Surgeons Clinic, PLLC; and DMG Practice Management Services, LLC.

1.31   **“Release”** means the full, final, and forever complete release, relinquishment, and discharge of the Released Persons from any and all past, present, or future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys’ fees and expenses, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued, and mature or not matured that arise out of, are connected to, and that were or could have been asserted in the Litigation. The Release shall be included as part of the Final Approval Order so that all Released Claims shall be barred by the principles of res judicata, collateral estoppel, and claim and issue preclusion. The Release shall constitute, and may be plead as, a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Claims.

1.32   **“Released Claims”** means any and all claims and causes of action, including known claims and Unknown Claims, and including any and all claims for damages,

injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, statutory damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been or could have been asserted by any Settlement Class Member and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns against any Released Person based on, relating to, concerning, or arising out of the Litigation, the allegations, facts, or circumstances described therein, and any related facts. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of this Settlement Agreement. Released Claims shall not include the claims of Settlement Class Members whose valid and timely requests for exclusion have been approved by the Settlement Administrator or by the Court, for good cause shown, in accordance with the terms and conditions of this Settlement Agreement. The Released Claims also do not include claims for medical malpractice.

- 1.33   **“Released Persons”** means Midwest Physician Administrative Services d/b/a Duly Health and Care and its Related Entities.
- 1.34   **“Service Award”** means the award intended to recognize Plaintiffs for their efforts in the Litigation and commitment on behalf of the Settlement Class in the amount of \$2,500.00, subject to Court approval, per Plaintiff.
- 1.35   **“Settlement”** means the resolution of this Litigation pursuant to the terms of this Settlement Agreement.
- 1.36   **“Settlement Administrator”** means Kroll, LLC, as approved by the Court.

1.37   **“Settlement Agreement”** means this Agreement.

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

1.39   **“Settlement Class”** means all individuals who logged into the authenticated portion of Duly’s Website, <https://www.dulyhealthandcare.com/>, from July 24, 2020 to April 10, 2023. The Parties estimate that the Settlement Class consists of approximately 272,373 individuals. The Settlement Class explicitly excludes:

- a.    officers and directors of Defendant, its agents, affiliates, subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest;
- b.    all Settlement Class Members who timely and validly request exclusion from the Settlement Class;
- c.    the Judge and Magistrate Judge, including their staff and immediate members of the Judge’s family, assigned to evaluate the fairness of this Settlement; and
- d.    Class Counsel.

1.40   **“Settlement Class Member”** means any person who falls within the definition of the Settlement Class.

1.41   **“Settlement Fund”** means the account created for the Settlement and maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468B-1, *et seq.*

1.42   **“Settlement Website”** means the dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Short-Form Notice, the Long-Form Notice, and the Claim Form, among other things as agreed upon by the Parties and approved by the Court as required.

1.43    “**Short-Form Notice**” means the short-form notice of Settlement, substantially in the form as shown in Exhibit B. The Short-Form Notice will direct recipients to the Settlement Website where recipients may view the Long-Form Notice and make a claim for monetary relief. The Short-Form Notice will also inform Settlement Class Members, *inter alia*, of the Claims Deadline, the Opt-Out Deadline and Objection Deadline and the date of the Final Approval Hearing.

1.44    “**Unknown Claims**” means claims that could have been raised in the Litigation, including any that Plaintiffs, Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns do not know to exist or suspect to exist but which, if known by him, her, or it, might affect his, her, or its agreement to release Defendant and all other Related Persons or might affect his, her, or its decision to agree to, object to, or not object to the settlement.

1.45    “**Website**” means <https://www.dulyhealthandcare.com/>.

1.46    “**Web Properties**” means the Website and the Portal.

## **II. THE SETTLEMENT FUND.**

2.1    **The Settlement Fund:** Defendant shall cause the deposit of One Million Eight Hundred Eighty Thousand Dollars and No Cents (\$1,880,000.00) into a non-reversionary Settlement Fund as follows:

a.    One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) shall be paid into the Settlement Fund fifteen (15) Days after this Court enters the Preliminary Approval Order, or within fifteen (15) Days after the receipt of a W-9 and appropriate funding account information from the Settlement Administrator, whichever event occurs later, which shall be available to cover Claims Administration Costs incurred prior to entry of the Final Approval Order and Final Judgment; and

b. The balance of the Settlement Fund, One Million Seven Hundred Thirty Thousand Dollars and No Cents (\$1,730,000.00), shall be paid into the Settlement Fund thirty (30) Days after the Effective Date.

2.2 **Maximum Amounts:** Under no circumstances shall Defendant's liability exceed One Million Eight Hundred Eighty Thousand Dollars and No Cents (\$1,880,000.00)

2.3 **Settlement Fund Payment Timing:** The timing of payment set forth in paragraph 2.1 is contingent upon Defendant's receipt of a W-9 for the Settlement Fund and appropriate account funding information from the Settlement Administrator by the date the Preliminary Approval Order is issued. If Defendant does not receive this information by that date, the payments specified in paragraph 2.1 shall be made within fifteen (15) Days after Defendant receives this information.

2.4 **Settlement Fund Custody:** The Settlement Fund shall be deposited in an appropriate trust account established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Settlement Agreement or returned to those who paid the Settlement Fund in the event this Settlement Agreement is voided, terminated or cancelled. In the event this Settlement Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason:

- a. the Class Representatives and Class Counsel shall have no obligation to repay any of the Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Settlement Agreement;
- b. any amounts remaining in the Settlement Fund after payment of Claims Administration Costs incurred, including all interest earned on the Settlement Fund net any taxes, shall be returned to the payor; and

- c. no other person or entity shall have any further claim whatsoever to such amounts.

2.5 **Settlement Fund Payments:** As further described in this Settlement Agreement, the Settlement Fund shall be used to pay for:

- a. reasonable Claims Administration Costs incurred pursuant to this Settlement Agreement, as approved by the Parties and approved by the Court, including payment of any taxes on the Settlement Fund;
- b. any Attorneys' Costs, Expenses, and Fees approved by the Court;
- c. any Service Award approved by the Court;
- d. Claims Payments to Settlement Class Members, as distributed pursuant to the terms and conditions of this Settlement Agreement; and
- e. any *cy pres* distribution approved by the Court for residual funds.

2.6 **Settlement Fund Account:** The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement Administrator and approved by Class Counsel and Defendant, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468B-1, *et seq.*

2.7 **Withdrawal Authorization:** No amounts may be withdrawn from the Settlement Fund unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual and reasonable Claims Administration Costs from the Settlement Fund without further order of the Court. Any such payments proposed by the Settlement Administrator shall be invoiced and noticed to Class Counsel and Defendant's Counsel at least seven (7) Days prior to payment.

2.8 **Claimant Payments:** The Settlement Administrator shall distribute Claims Payments pursuant to this Settlement Agreement, subject to supervision by the Court, Defendant's Counsel, and Class Counsel.

2.9 **Treasury Regulations and Fund Investment:** The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement 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 Settlement Fund as a qualified settlement fund from the earliest date possible. All funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation ("FDIC") at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the payment clearing process. The Settlement Administrator shall provide an accounting of all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Settlement Agreement, upon request of any of the Parties.

2.10 **Taxes:** All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered part of the Claims Administration Costs, and shall be timely paid by the Settlement Administrator without prior order of the Court. The

Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (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 Settlement Agreement or derived from or made pursuant to the Settlement 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 Settlement Fund pursuant to this Settlement Agreement.

**2.11 Limitation of Liability:** Defendant and Defendant's counsel shall not have any responsibility for or liability whatsoever with respect to:

- a. any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement;
- b. the management, investment or distribution of the Settlement Fund;
- c. the formulation, design, or terms of the disbursement of the Settlement Fund;
- d. the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund;
- e. any losses suffered by, or fluctuations in the value of the Settlement Fund; or
- f. the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

Class Representatives and Class Counsel shall not have any liability whatsoever with respect to:

- a. any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement;
- b. the management, investment, or distribution of the Settlement Fund;
- c. the formulation, design, or terms of the disbursement of the Settlement Fund;
- d. the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund;
- e. any losses suffered by or fluctuations in the value of the Settlement Fund; or
- f. the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

### **III. SETTLEMENT ADMINISTRATION.**

- 3.1 **Claims Administration Costs:** All agreed upon and reasonable Claims Administration Costs will be paid from the Settlement Fund.
- 3.2 **Claims Administration Process:** The Settlement Administrator, subject to supervision by the Court, Defendant's Counsel, and Class Counsel, shall administer claims in accordance with the terms of the Settlement Agreement and any additional processes agreed to by both Class Counsel and Defendant's Counsel.
- 3.3 **Claims Submission:** A Settlement Class Member may make a Settlement Claim by completing and submitting a valid, timely, and sworn Claim Form, as attached for approval by the Court as **Exhibit C**. Claim Forms shall be submitted to the Settlement Administrator online or via U.S. mail, postmarked by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing for good cause shown by the applicable Settlement Class Member.

3.4 **Claims Review:** The Settlement Administrator, in its sole discretion to be reasonably exercised, shall review each Claim Form for validity, timeliness, completeness, and adherence to the requirements set forth herein.

3.5 **Claims Payments:** Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall provide a Claims Payment to each Claimant, for good cause shown, in accordance with the following:

- a. each Claim Payment shall equal the *pro rata* share of the monies remaining in the Settlement Fund after the payment of the Claims Administration Costs, the Attorneys' Costs, Expenses, and Fees, and the Service Award;
- b. each Claim Payment shall be delivered to the digital or physical address provided by the Claimant on their Claim Form; and
- c. any Claim Payment issued under this section that is not negotiated within ninety (90) Days of its issue date shall contain a legend to that effect, be void, and not be reissued.

3.6 **Undeliverable Claims Payments:** For any Claim Payment returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to find a valid address and resend the Claim Payment within thirty (30) Days after the payment is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Payment.

3.7 **Residual Funds:** Any monies that remain in the Net Settlement Fund more than one hundred and twenty (120) Days after the distribution of the Claims Payments shall be sent to one or more court-approved charitable organizations as a *cy pres* distribution. The Parties will jointly recommend to the Court the entity or entities

that will be recipients of the *cy pres* distribution. No portion of the Net Settlement Fund shall revert or be repaid to Defendant after the Effective Date.

- 3.8 **Third-Party Creditors:** In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

#### **IV. NOTICE TO SETTLEMENT CLASS MEMBERS**

- 4.1 **The Notice Program:** The Parties agree the Notice Program provides reasonable notice to the Settlement Class.
- 4.2 **Defendant's Obligation to the Notice Program:** Within thirty (30) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the names, last known email addresses, and/or last known home addresses for the Settlement Class Members.
- 4.3 **Notice Timing:** Within forty-five (45) Days of the Preliminary Approval Order, the Settlement Administrator shall begin sending the Short-Form Notice to all Settlement Class Members (the "Notice Date").
- 4.4 **Notice Method:** Notice shall be provided by email to the greatest extent possible. To the extent an email address is not available for a Settlement Class Member, notice shall be provided by USPS regular mail.
- 4.5 **Settlement Website:** Within forty-five (45) Days of the entry of the Preliminary Approval Order, and in all events prior to the delivery of notice to Settlement Class

Members, the Settlement Administrator will create the Settlement Website. Content to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, the approval of which shall not be unreasonably withheld. The website address as well as the fact that a Claim Form and Long-Form Notice are available through the Settlement Website shall be included in the Short-Form Notice.

- 4.6 **Notice Publication Period:** The Settlement Website shall be maintained from the Notice Date until one hundred twenty (120) Days after the Effective Date.
- 4.7 **Affidavit of Compliance:** Within seventy-five (75) Days of the Notice Date, the Settlement Administrator shall provide Class Counsel for filing with the Court, an appropriate affidavit or declaration concerning compliance with the Court-approved Notice Program.

## **V. OPT-OUT PROCEDURES.**

- 5.1 **Opt-Out Right:** Any Settlement Class Member may request to be excluded from the Settlement Class solely on behalf of himself or herself. A person who submits a valid and timely request for exclusion approved by the Settlement Administrator:
  - a. shall not receive any benefits of this Settlement Agreement;
  - b. shall not be bound by this Settlement Agreement; and
  - c. shall retain the right to pursue his or her claims on an individual basis.

All Settlement Class Members who do not submit a valid and timely request for exclusion approved by the Settlement Administrator shall be bound by this Settlement Agreement and Judgment entered thereon.

5.2 **Opt-Out Method:** Each Settlement Class Member wishing to exclude himself or herself from the Settlement Class shall individually sign and timely submit written notice of such intent to the designated postal address established by the Settlement Administrator. The written notice must contain:

- a. the Settlement Class Member's name, current address, and telephone number;
- b. the name and number of this case;
- c. a statement manifesting the Settlement Class Member's intent to be excluded from the Settlement Class; and
- d. the Settlement Class Member's original signature.

The written notice must be postmarked by the Opt-Out Deadline to be timely. Settlement Class Members may only request to be excluded from the Settlement Class on behalf of themselves; group, class, or mass requests for exclusion, in any form or manner whatsoever, will not be valid.

5.3 **Opt-Out Review:** The Settlement Administrator will review and evaluate each request for exclusion. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether the request for exclusion was submitted in accordance with the requirements set forth herein. The Settlement Administrator will notify Defendant's Counsel and Class Counsel of any invalid or untimely requests for exclusion no later than ten (10) Days after the decision is made regarding their validity or timeliness.

5.4 **Opt-Out Reporting:** Commencing one week from the Notice Date, the Settlement Administrator will notify Defendant's Counsel and Class Counsel of the number of Opt-Outs and will continue to provide weekly updates. No later than ten (10) Days

after the Opt-Out Deadline, the Settlement Administrator shall provide a final report to Class Counsel and Defendant's Counsel that summarizes the number of written requests for exclusion received to date, and other pertinent information as requested by Class Counsel and Defendant's Counsel.

5.5 **Opt-Out Termination:** If 500 or more Settlement Class Members request to exclude themselves from the Settlement Class, the Parties shall have the right to terminate this Settlement Agreement in accordance with the terms and conditions set forth in paragraphs 11.2-11.4.

## **VI. OBJECTIONS TO THE SETTLEMENT.**

6.1 **Objection Method:** Any Settlement Class Member who wishes to object to the Settlement Agreement must file an Objection with the Court and serve it upon Class Counsel and Defendant's Counsel at the addresses set forth in paragraph 6.3.

6.2 **Objection Requirements:** Each Objection must:

- a. set forth the Settlement Class Member's full name, current address, telephone number, and email address;
- b. contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., with a Class Member ID);
- c. state whether the Settlement Class Member objects to the Settlement, in whole or in part;
- d. set forth a statement of the legal and factual basis for the Objection;
- e. provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position;
- f. identify all counsel representing the Settlement Class Member, if any;
- g. contain the signature of the Settlement Class Member's duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation;

- h. contain a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years; and
- i. contain the Settlement Class Member's original signature.

6.3 **Objection Deadline:** Objections must be made in writing, and filed with the Court, and served on both Class Counsel and Defendant's Counsel by mail no later than the Objection Deadline to the addresses set forth below:

- a. Class Counsel:

David Almeida, *Esq.*  
Britany A. Kabakov, *Esq.*  
Almeida Law Group LLC  
849 W. Webster Avenue  
Chicago, Illinois 60614

Michael Casas, *Esq.*  
Stephan Zouras, LLC  
222 W. Adams Street, Suite 2020  
Chicago, Illinois 60606

- b. Defendant's Counsel:

David Carney, *Esq.*  
Baker & Hostetler LLP  
127 Public Square, Suite 2000  
Cleveland, Ohio 44114

Bonnie Keane DelGobbo, *Esq.*  
Baker & Hostetler LLP  
1 North Wacker Drive, Suite 4500  
Chicago, Illinois 60606

6.4 **Objection Response:** Class Counsel and Defendant's Counsel may, but need not, respond to Objections by memorandum of law prior to the Final Approval Hearing.

6.5 **Objector Noncompliance:** Any Settlement Class Member who fails to timely file and serve an Objection consistent with the requirements set forth herein shall not

be treated as having filed a valid Objection and shall forever be barred from raising any Objection.

6.6 **Reciprocity:** Other than attorney-client communications or communications otherwise protected from disclosure pursuant to rule or law, the Parties shall promptly provide to each other copies of Objections, comments, or other documents or filings received from a Settlement Class Member.

## **VII. RELEASE.**

7.1 **Effect of Release:** Subject to Court approval, as of the Effective Date, the Final Approval Order and Final Judgment shall provide that Plaintiffs, all Settlement Class Members absent any Opt-Outs, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns are bound by this Settlement Agreement, and that the Litigation and the Released Claims are dismissed with prejudice. The Released Claims shall be barred by the principles of res judicata, collateral estoppel, and claim and issue preclusion. The Release shall constitute, and may be plead as, a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Claims.

7.2 **Released Claims:** On the Effective Date, and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs, all Settlement Class Members absent any Opt-Outs, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any

and all past, present, and future claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and expenses, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of, are connected to, and that were or could have been asserted in the Litigation or based on the same or substantially similar facts and circumstances.

- 7.3 **Unknown Claims:** The Released Claims include all Unknown Claims.
- 7.4 **Limitations on Recourse:** On the Effective Date, Plaintiffs, all Settlement Class Members absent any Opt-Outs, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to the Released Claims.
- 7.5 **Injunction from Prosecuting:** On entry of the Final Approval Order and Final Judgment, Plaintiffs, all Settlement Class Members absent any Opt-Outs, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns shall be enjoined from prosecuting against the Released Person in any proceeding or forum:
  - a. the Released Claims; and

- b. any claims based on any actions taken by any Released Persons authorized or required by this Settlement Agreement, the Court, or an appellate court as part of this Settlement.

7.6 **Inclusion of Fees:** Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or the Settlement Class, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims, and the Service Award.

7.7 **Settlement Agreement Enforcement:** Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein. Nor shall the Release be construed to release claims arising out of physical injuries alleged to arise from treatment Plaintiffs and Settlement Class Members receive from Defendant.

## **VIII. ATTORNEYS' COSTS, EXPENSES, AND FEES & SERVICE AWARD.**

8.1 **Attorneys' Costs, Expenses, and Fees:** Class Counsel shall request the Court to approve:

- a. the reimbursement of costs and expenses incurred by Class Counsel in prosecuting the Litigation not to exceed Twenty-Five Thousand Dollars and No Cents (\$25,000.00); and
- b. an award of attorneys' fees not to exceed thirty-three percent (33%) of the Settlement Fund.

The Court approved Attorneys' Costs, Expenses, and Fees shall be paid from the Settlement Fund no later than thirty (30) Days after the Effective Date. The Parties did not discuss or agree upon the payment of Attorneys' Costs, Expenses, and Fees until after they agreed upon the substantive terms of the Settlement.

8.2 **Service Awards:** Class Counsel shall request the Court to approve a Service Award of Two Thousand Five Hundred Dollars and No Cents (\$2,500) for each of the Plaintiffs, Patricia Mayer, Catherine Massarelli, and Mary Murphy. The Court approved Service Awards shall be paid from the Settlement Fund no later than thirty (30) Days after the Effective Date. The Parties did not discuss or agree upon the payment of the Service Award until after they had agreed upon the substantive terms of the Settlement.

8.3 **Application Deadline:** Class Counsel will file applications with the Court for the requested Attorneys' Costs, Expenses, and Fees and Service Awards fourteen (14) Days before Final Approval Hearing Date.

8.4 **Non-Contingent Provision:** The Parties agree that the Court's approval or denial of Attorneys' Costs, Expenses, and Fees or Service Awards is not a condition of this Settlement Agreement and is to be considered by the Court separately from the fairness, reasonableness, and adequacy of the Settlement. Any reduction to the Attorneys' Costs, Expenses, and Fees or Service Awards shall not operate to terminate or cancel this Settlement Agreement.

## **IX. THE SETTLEMENT APPROVAL PROCESS.**

9.1 **Preliminary Approval Order Requirements:** After execution of this Settlement Agreement, Plaintiffs shall timely move the Court to enter a Preliminary Approval Order, a proposed draft of which is attached as **Exhibit D**, which:

- a. preliminarily approves this Settlement Agreement;
- b. provisionally certifies the Settlement Class;
- c. finds that the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;

- d. finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, and constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of Illinois, the Constitution of the United States, and any other applicable law and that no further notice to the Class is required beyond that provided through the Notice Program;
- e. appoints the Settlement Administrator;
- f. directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- g. approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
- h. approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;
- i. schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed settlement and whether it should be finally approved by the Court; and
- j. contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

## **X. THE FINAL APPROVAL HEARING & ORDER.**

- 10.1 **Final Approval Hearing:** The Parties will recommend that the Final Approval Hearing be scheduled no earlier than one hundred and twenty (120) Days after the entry of the Preliminary Approval Order, which date shall be set forth in the Preliminary Approval Order.
- 10.2 **Responding to Objections:** The Parties may file a response to any Objection no later than fifteen (15) Days after the Objection Deadline.
- 10.3 **Objector Attendance:** An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class

Member intends to appear at the Final Approval Hearing, with or without counsel, he or she must, by the Objection Deadline:

- a. mail, hand-deliver, or file with the Court a notice of appearance in the Litigation
- b. take all other actions and/or make any additional submissions required by this Settlement Agreement, the Long-Form Notice, or Court Order; and
- c. mail all documents submitted in response to this paragraph to Class Counsel and Defendant's Counsel.

10.4 **Attending Objector Counsel:** If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing them who will appear at the Final Approval Hearing and include that attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, and their associated state bar number(s).

10.5 **Final Approval Order:** The Parties shall move the Court no later than fourteen (14) Days before the Final Approval Hearing to enter a Final Approval Order and Judgment which:

- a. finds that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the settlement, constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of Illinois, the United States Constitution, and any other applicable law;
- b. finds that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made, or all timely objections have been considered and denied;
- c. approves of the Settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the settlement is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;

- d. finds that neither the Final Judgment, the Settlement, nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;
- e. finds that Plaintiffs shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Plaintiffs' Released Claims;
- f. finds that all Settlement Class Members, absent any Opt-Outs, and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, insurers, re-insurers, successors, attorneys, and assigns, shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Claims;
- g. finds that the Released Claims shall be barred by the principles of res judicata, collateral estoppel, and claim and issue preclusion in any jurisdiction and in any forum, and that the Release acts as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Claims.
- h. reserves exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things, (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of the relief to the Settlement Class and resolving any disputes that may arise with regard to the foregoing; and
- i. dismisses the Litigation with prejudice, subject to the reservation of jurisdiction discussed in subparagraph (h), if and when the Settlement becomes Final, with the Parties to bear their own costs and attorneys' costs, expenses, and fees not otherwise awarded in accordance with this Settlement Agreement.

## **XI. TERMINATION OF THIS SETTLEMENT AGREEMENT.**

### **11.1 Termination Rights:** Each Party shall have the right to terminate this Settlement

Agreement if:

- a. the Court denies preliminary approval of this Settlement Agreement, grants preliminary approval on terms different from those set forth herein, or grants preliminary approval through an order that materially differs in substance from Exhibit D hereto;

- b. more than 500 Settlement Class Members opt-out of the Settlement Class;
- c. the Court denies final approval of this Settlement Agreement, grants final approval on terms different from those set forth herein, or grants final approval through an order that materially differs in substance from paragraph 10.6 hereto;
- d. the Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court and the Court thereafter declines to enter a further order(s) approving the Settlement on the terms set forth herein;
- e. a Party, its counsel, or the Settlement Administrator breaches the terms of the Settlement Agreement prior to the Effective Date; or
- f. the Effective Date cannot occur.

11.2 **Termination Notice:** If a Party elects to terminate this Settlement Agreement under this Section XI, that Party must provide written notice to the other Party's counsel by hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition permitting termination.

11.3 **Effect of Termination or Settlement Non-Occurrence:** If this Settlement Agreement is terminated or disapproved or if the Effective Date should not occur for any reason, then:

- a. this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all their provisions shall be rendered null and void;
- b. all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement;
- c. except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered, or filed; and
- d. no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any

declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

11.4 **Reservation of Rights:** If this Settlement Agreement is disapproved or terminated, should the Effective Date not occur for any reason, Defendant shall retain all its rights and defenses in the Litigation, without any qualification whatsoever. For example, Defendant shall have the right to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

11.5 **Appellate Right:** Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial of final approval of the Settlement by the Court.

## **XII. MISCELLANEOUS PROVISIONS.**

12.1 **Superseding Agreement:** This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and settlement agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning

any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

- 12.2 **Incorporation of Recitals & Exhibits:** The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.
- 12.3 **Best Efforts:** If there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, such matters shall be dealt with as agreed upon by the Parties, or failing agreement, as ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement, and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement and give this Settlement Agreement full force and effect.
- 12.4 **Severability:** In the event that one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of the Settlement Agreement, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision(s) had never been a part of this Settlement Agreement as long as the benefits of this Settlement Agreement to Defendant or the Settlement Class Members are not materially altered, positively or negatively, as a result of the invalid, illegal, or unenforceable provision(s).

- 12.5 **Successors & Assigns:** This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members absent any Opt-Outs.
- 12.6 **Construction Equality:** This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.
- 12.7 **Non-Waiver:** There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.
- 12.8 **Counterparts:** This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.
- 12.9 **Independent Judgment:** Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by

any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

12.10 **Authority:** Each signatory below warrants that he, she, or it has the requisite authority to execute this Settlement Agreement and bind the Party on whose behalf he, she, or it is executing the Settlement Agreement.

**[Remainder of Page Intentionally Left Blank]**

### XIII. PROPOSED SETTLEMENT TIMELINE.

EVENT	DATE
Defendant to Pay \$150,000 into Settlement Fund	15 Days after Entry of Preliminary Approval Order, Assuming Information Provided
Defendant to Provide list of Settlement Class Members to Settlement Administrator	30 Days after Entry of Preliminary Approval Order
Settlement Administrator to Establish Settlement Website	No Later than 45 Days after Entry of Preliminary Approval Order
<b><u>Notice Date.</u></b> Settlement Administrator to Begin Sending Notice to Settlement Class Members	45 Days after Entry of Preliminary Approval Order
Class Counsel to File Application for Attorneys' Costs, Expenses, and Fees & Service Award	14 Days before Opt-Out & Objection Deadlines
Opt-Out & Objection Deadlines	60 Days after Notice Date
Claims Deadline	60 Days after Notice Date
Settlement Administrator to provide Affidavit or Declaration Regarding Notice Program	75 Days after Notice Date
Class Counsel to file Motion for Final Approval	14 Days before Final Approval Hearing
Final Approval Hearing	No Earlier than 120 Days after Entry of Preliminary Approval Order
<b><u>Effective Date.</u></b>	31 Days after Court grants Final Approval, Assuming no Appeals Filed
Defendant to pay \$1,730,000 into Settlement Fund	15 Days after Effective Date
Settlement Administrator to distribute the Attorneys' Costs, Expenses, and Fees, the Service Award, & the Claims Payments	30 Days after Effective Date
Settlement Administrator to take down Settlement Website	120 Days after Effective Date

**IN WITNESS WHEREOF**, the Parties have hereby accepted and agreed to the Settlement Agreement.

Dated: November \_\_, 2025

Dated: November \_\_, 2025

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By: Defendant Midwest Physician  
Administrative Services, LLC d/b/a  
Duly Health and Care

Dated: November \_\_, 2025

---

By: Patricia Mayer

Dated: November \_\_, 2025

---

By: David A. Carney, *Esq.*  
**BAKER & HOSTETLER LLP**  
127 Public Square, Suite 2000  
Cleveland, Ohio 44114  
Tel: (216) 621-0200  
dcarney@bakerlaw.com

Dated: November \_\_, 2025

---

By: Catherine Massarelli

Dated: November \_\_, 2025

---

By: Mary Murphy

Dated: November 13, 2025

---

Bonnie Keane DelGobbo, *Esq.*  
**BAKER & HOSTETLER LLP**  
1 North Wacker Drive, Suite 4500  
Chicago, Illinois 60606  
Tel: (312) 416-6200  
bdelgobbo@bakerlaw.com

***Counsel for Defendant Midwest Physician  
Administrative Services, LLC d/b/a Duly  
Health and Care & Duly Authorized***

---

*/s/*David S. Almeida

By: David S. Almeida, *Esq.*  
**ALMEIDA LAW GROUP LLC**  
849 W. Webster Avenue  
Chicago, Illinois 60614  
Tel: (708) 529-5418  
david@almeidalawgroup.com

*Signatory*

Dated: November 13, 2025

/s/ James B. Zouras

By: James B. Zouras, *Esq.*

**STEPHAN ZOURAS, LLC**

222 W. Adamas Street, Suite 2020

Chicago, Illinois 60606

Tel: (312) 233-1550

mcasas@stephanzouras.com

*Counsel for Plaintiffs Patricia Mayer,  
Catherine Massarelli, and Mary Murphy &  
Duly Authorized Signatory*

**IN WITNESS WHEREOF**, the Parties have hereby accepted and agreed to the

Settlement Agreement.

Dated: November \_\_, 2025

  
\_\_\_\_\_  
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By: Defendant Midwest Physician  
Administrative Services, LLC d/b/a  
Duly Health and Care

Dated: November \_\_, 2025

Dated: November \_\_, 2025

\_\_\_\_\_  
By: Patricia Mayer

Dated: November \_\_, 2025

\_\_\_\_\_  
By: Catherine Massarelli

Dated: November \_\_, 2025

\_\_\_\_\_  
n  
By: David A. Carney, *Esq.*  
**BAKER & HOSTETLER LLP**  
127 Public Square, Suite 2000  
Cleveland, Ohio 44114  
Tel: (216) 621-0200  
dcarney@bakerlaw.com

Dated: November \_\_, 2025

\_\_\_\_\_  
By: Mary Murphy

Dated: November \_\_, 2025

\_\_\_\_\_  
n  
By: Bonnie Keane DelGobbo, *Esq.*  
**BAKER & HOSTETLER LLP**  
1 North Wacker Drive, Suite 4500  
Chicago, Illinois 60606  
Tel: (312) 416-6200  
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***Counsel for Defendant Midwest Physician  
Administrative Services, LLC d/b/a Duly  
Health and Care & Duly Authorized***

\_\_\_\_\_  
a n  
By: David S. Almeida, *Esq.*  
**ALMEIDA LAW GROUP LLC**  
849 W. Webster Avenue  
Chicago, Illinois 60614  
Tel: (708) 529-5418  
david@almeidalawgroup.com

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

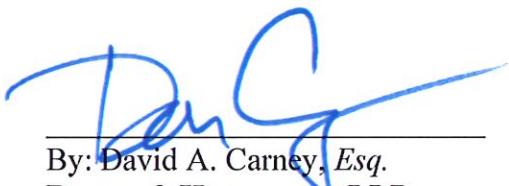
Dated: November \_\_, 2025

Dated: November \_\_, 2025

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By: Defendant Midwest Physician  
Administrative Services, LLC d/b/a  
Duly Health and Care

Dated: November 13, 2025



---

By: David A. Carney, Esq.  
**BAKER & HOSTETLER LLP**  
127 Public Square, Suite 2000  
Cleveland, Ohio 44114  
Tel: (216) 621-0200  
dcarney@bakerlaw.com

Dated: November \_\_, 2025

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By: Patricia Mayer

Dated: November \_\_, 2025

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By: Catherine Massarelli

Dated: November \_\_, 2025

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By: Mary Murphy

Dated: November \_\_, 2025



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Bonnie Keane DelGobbo, Esq.  
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***Counsel for Defendant Midwest Physician  
Administrative Services, LLC d/b/a Duly  
Health and Care & Duly Authorized Signatory***

---

a \_\_\_\_\_ n  
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Chicago, Illinois 60614  
Tel: (708) 529-5418  
david@almeidalawgroup.com

**IN WITNESS WHEREOF**, the Parties have hereby accepted and agreed to the Settlement Agreement.

Dated: November \_\_, 2025

Dated: November 13, 2025

---

By: Defendant Midwest Physician  
Administrative Services, LLC d/b/a  
Duly Health and Care

Dated: November \_\_, 2025

*Patricia Mayer*

---

By: Patricia Mayer

Dated: November 13, 2025

---

By: David A. Carney, *Esq.*  
**BAKER & HOSTETLER LLP**  
127 Public Square, Suite 2000  
Cleveland, Ohio 44114  
Tel: (216) 621-0200  
dcarney@bakerlaw.com

Dated: November \_\_, 2025

*Catherine Massarelli*

---

By: Catherine Massarelli

Dated: November 13, 2025

*Mary Murphy*

---

By: Mary Murphy

Dated: November \_\_, 2025

---

Bonnie Keane DelGobbo, *Esq.*  
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***Counsel for Defendant Midwest Physician  
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---

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