

**Cannon & Dunphy, S.C., 595 North Barker Road, Brookfield, Wisconsin 53045**

**FILED**

**06-16-2025**

**Anna Maria Hodges**

**Clerk of Circuit Court**

**2023CV002394**

## **CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

This Class Action Settlement Agreement and Release of Claims (“Agreement”) is entered into by and amongst Plaintiffs Sharon Klecha, Todd Reynolds, Katherine Prbylski, and James Jasen (together, the “Plaintiffs”), both individually and on behalf and together with the Settlement Class (as defined in Section I.A. below) and Froedtert Memorial Lutheran Hospital, Inc., Community Memorial Hospital of Menomonee Falls, Inc., St. Joseph’s Community Hospital of West Bend, Inc., Froedtert & The Medical College of Wisconsin Community Physicians, Inc., and their agents, parents, subsidiaries, affiliates, employees, officers, directors, members, shareholders, attorneys, guarantors, successors, insurers, and assigns (the “Froedtert Defendants”). Plaintiffs and the Froedtert Defendants will be referred to individually as a “Party” and collectively as “the Parties” in this Agreement.

### **RECITALS**

WHEREAS, Plaintiffs Sharon Klecha, Todd Reynolds, and Katherine Prbylski filed a lawsuit against Froedtert Memorial Lutheran Hospital, Inc. entitled *Klecha et al. v. Froedtert Memorial Lutheran Hospital, Inc.*, Milwaukee County Circuit Court Case No. 23-CV-2394; Plaintiff James Jasen filed a lawsuit against Froedtert & The Medical College of Wisconsin Community Physicians, Inc. entitled *Jasen v. Froedtert & The Medical College of Wisconsin Community Physicians, Inc.*, Milwaukee County Case No. 23-CV-2440 (together, the “Lawsuits”);

WHEREAS, the Lawsuits allege that the Froedtert Defendants, including by and through their vendor, Verisma Systems, Inc. (“Verisma”), charged a “paper copy” rate for electronic copies of patient health care records contrary to Wis. Stat. § 146.83(3f)(b)1., and also included claims for money had and received/unjust enrichment, vicarious liability, and/or punitive damages, and all sought damages under Wis. Stat. § 146.84 (the “Claims”);

WHEREAS, the Froedtert Defendants deny liability for, and have otherwise asserted defenses to, the Lawsuits and the Claims;

WHEREAS, the Parties engaged in good-faith, arms-length settlement negotiations, and have evaluated the strengths and weaknesses of the claims and defenses;

WHEREAS, the Parties have concluded it would be in the best interests of Plaintiffs, the Settlement Class, and the Froedtert Defendants to resolve the Lawsuits and the Claims on a class-wide basis pursuant to Wis. Stat. § 803.08(9) under the terms and conditions set forth below to avoid the costs, risks, and delays associated with further litigation;

WHEREAS, this Agreement is contingent upon the issuance of a Preliminary Approval Order and Final Approval Order reflecting the substantive terms of this Agreement or terms otherwise agreeable to the Parties and, should the Court not issue the Preliminary Approval Order and Final Approval Order reflecting the substantive terms of this Agreement or terms otherwise agreeable to the Parties, the Parties do not waive, and instead expressly reserve, all rights to continue to litigate the Claims in the Lawsuits;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, including those in these recitals, and the other consideration described in the Agreement below, the Parties to this Agreement, subject to Court approval, agree as follows:

## **I. GENERAL TERMS OF SETTLEMENT**

**A. Class Definition.** The Parties agree to settle and resolve the Claims for the following persons (the “Settlement Class”):

Any person or entity who

1. Either:
  - a. requested his or her own patient health care provider records, or authorized another in writing to obtain his or her own health care provider records, from Froedtert Memorial



Lutheran Hospital, Inc.; Community Memorial Hospital of Menomonee Falls, Inc.; St. Joseph's Community Hospital of West Bend, Inc.; or Froedtert and The Medical College of Wisconsin Community Physicians, Inc. ("the Froedtert Defendants"); or

- b. was authorized in writing by the patient to request and obtain the patient's health care provider records from the Froedtert Defendants; and
2. was charged by Verisma a "paper copy" rate under Wis. Stat. § 146.83(3f)(b)1. (the "Challenged Fee") for electronic copies of patient health care records between April 4, 2017 and April 5, 2018, or April 4, 2020 and the present, either directly or indirectly; and
3. paid the Challenged Fee, either directly or indirectly.

Excluded from the Settlement Class are:

1. The Froedtert Defendants' officers and directors;
2. Counsel of record in the Lawsuits; and
3. The judge(s) presiding or who have presided over the Lawsuits and their law clerk(s).

**B. Consideration.**

1. Settlement Amount. In exchange for the Release of Claims and other promises and consideration contained herein, the Froedtert Defendants agree to pay the Settlement Class up to a maximum of \$3,055,323.17 on a claims-made basis, and with the funding, timing, and other conditions set forth in Section II, below. Settlement Class members' claims that meet the requirements of this Agreement and that are approved by the Settlement Administrator as set forth in Section II.D.4 below ("Valid Claims") shall be reimbursed for the Challenged Fee paid, plus \$175 in exemplary damages. Amounts paid for Valid Claims shall hereinafter be referred to as "Settlement Benefits."

2. Incentive Payments. The Froedtert Defendants agree not to object to entry of an order awarding \$5,000 to each Plaintiff as an incentive payment. The Parties agree that the

incentive payments shall not be paid out of the Settlement Amount. The Parties further agree that consideration of the Plaintiffs' incentive payments shall be separate from the consideration of the fairness, reasonableness, or adequacy of the settlement or the other terms of this Agreement. Incentive payments in the amounts identified in this paragraph are not a mandatory condition of this Agreement, and the Court ordering a reasonable reduction in the incentive payments shall not operate to terminate or cancel this Agreement or the settlement described herein.

3. Class Counsel Award. Consistent with Wis. Stat. § 803.08(13), the Froedtert Defendants agree not to object to entry of an order awarding to Cannon & Dunphy, S.C. ("Class Counsel") an amount not to exceed \$855,491 (twenty-eight percent (28%) of the Settlement Amount) for attorneys' fees and costs. The Parties agree that the Class Counsel award shall not be paid out of the Settlement Amount. The Parties further agree that consideration of the Class Counsel award shall be separate from the consideration of the fairness, reasonableness, or adequacy of the settlement or the other terms of this Agreement. A Class Counsel award in the amount identified in this paragraph is not a mandatory condition of this Agreement, and the Court ordering a reasonable reduction in the Class Counsel award shall not operate to terminate or cancel this Agreement or the settlement described herein.

4. Administrative Expenses. The Froedtert Defendants agree to pay all agreed upon and reasonable expenses associated with the administration of this Agreement by a Settlement Administrator, as set forth in Section II. Class Counsel will have no obligation to administer, or for the costs of administering, this Agreement, including providing notice to the Settlement Class or distributing Settlement Benefits. The Parties agree that the administrative expenses shall not be paid out of the Settlement Amount.



5. Limitation of Payments. For the avoidance of any doubt, the Settlement Amount, incentive payments, Class Counsel award, and administrative expenses represent the limit and extent of the Froedtert Defendants' monetary obligations under this Agreement.

**C. Release of Claims.**

1. Plaintiffs' Release. Upon entry of the Final Approval Order, Plaintiffs forever and completely release and discharge the Froedtert Defendants, their agents, parents, subsidiaries, affiliates, employees, officers, directors, members, shareholders, attorneys, guarantors, successors, insurers, and assigns from any and all claims, demands, damages, complaints, costs, fees, losses, attorneys' fees, suits, actions, causes of action, and other liabilities of any kind or character, accrued or unaccrued, known or unknown, which they had, have, or could have asserted or claimed based on any act or omission that occurred up to the date of the execution of this Agreement related to the Claims for Challenged Fees. This release does not apply to and in no way prejudices any claims that might exist regarding fees other than the Challenged Fees.

2. Class Member Release. Upon entry of the Final Approval Order, Settlement Class members who do not opt-out as provided in Section II.E of this Agreement forever and completely release and discharge the Froedtert Defendants, their agents, parents, subsidiaries, affiliates, employees, officers, directors, members, shareholders, attorneys, guarantors, successors, insurers, and assigns from any and all claims, demands, damages, complaints, costs, fees, losses, attorneys' fees, suits, actions, causes of action, and other liabilities of any kind or character, accrued or unaccrued, known or unknown, which they had, have, or could have asserted or claimed based on any act or omission that occurred up to the date of the execution of this Agreement related to the Claims for Challenged Fees. This release applies regardless of whether a Settlement Class member

submits a Valid Claim or receives any Settlement Benefit. This release does not apply to and in no way prejudices any claims that might exist regarding fees other than the Challenged Fees.

**D. Denial Of Liability.** Neither this Agreement nor any negotiations related thereto shall be construed, offered, received as, or deemed to be evidence of admission or concession by Plaintiffs or the Settlement Class of a lack of merit to the Lawsuits, or by the Froedtert Defendants of any liability or wrongdoing whatsoever, whether as alleged in the Lawsuits or otherwise. The Froedtert Defendants specifically deny that the conduct alleged in the Lawsuits gives rise to any liability. This Agreement shall not be offered or be admissible in evidence against any Party or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms.

**E. Effective Date.** The Effective Date of this Agreement shall be the date of entry of the Final Approval Order if no objections are filed pursuant to Section II.F. If any objections are timely filed pursuant to Section II.F, the Effective Date shall be the later of:

1. The day after the time to appeal from the Final Approval Order expires without an appeal having been taken; or
2. If an appeal is taken from the Final Approval Order, the day after the date on which all appeals, including petitions for leave to appeal, petitions for Supreme Court review, rehearings, or any proceeding resulting therefrom have been finally disposed of in such a manner that this Agreement is affirmed in its entirety and the settlement may be consummated without change.

## **II. CLAIMS ADMINISTRATION.**

**A. Settlement Administrator.** The Froedtert Defendants shall retain a qualified Settlement Administrator to provide notice and claims administration for the Settlement Class. The Froedtert Defendants agree to pay all agreed-upon and reasonable expenses associated with the administration of this Agreement by the Settlement Administrator. Class Counsel will have no



obligation to administer, or for the costs of administering, this Agreement, including providing notice to the Settlement Class or distributing Settlement Benefits.

**B. Notice.**

1. Notice Program. Within fourteen (14) days of the entry of the Preliminary Approval Order, Froedtert shall provide the Settlement Administrator with a listing of all Settlement Class members and their last known addresses. As soon as reasonably practicable thereafter, the Settlement Administrator shall provide to all Settlement Class members by U.S. First Class mail a postcard notice of the information required by Wis. Stat. § 803.08(4)(b) in the form of Exhibit 1 to this Agreement or as otherwise approved by the Court (the “Postcard Notice”). The Settlement Administrator shall notify the Parties in writing of the date on which the Postcard Notice was sent (the “Notice Date”). If any Postcard Notice is returned as undeliverable, the Settlement Administrator shall perform skip-tracing and shall re-mail the Postcard Notice to any affected Settlement Class members. If the re-mailed Postcard Notice is returned as undeliverable and an additional forwarding address is provided, the Postcard Notice shall be re-mailed to the forwarding address. If no additional forwarding information is provided or if the re-mailed Postcard Notice to the forwarding address is returned as undeliverable, the Parties shall be deemed to have satisfied their obligation to provide Notice to any Settlement Class member.

2. Settlement Website. Prior to the Notice Date, the Settlement Administrator shall establish a settlement website. The settlement website shall contain the Postcard Notice; a long-form notice containing the information required in Wis. Stat. § 803.08(4)(b) in the form of Exhibit 2 to this Agreement or as otherwise approved by the Court (the “Long-Form Notice”); contact information for the Settlement Administrator and Class Counsel; answers to frequently asked questions; this Agreement; the signed Preliminary Approval Order; and downloadable or



online versions of the Claim Forms. The settlement website shall remain accessible sixty (60) days after all Settlement Benefits have been distributed.

3. Additional Communications. Neither the Froedtert Defendants nor Class Counsel shall initiate any further contact or other communications with Settlement Class members other than that outlined above, but Class Counsel may respond to inquiries from Settlement Class members.

4. Reporting. At least fourteen (14) days prior to the Fairness Hearing, the Settlement Administrator shall provide an affidavit identifying the Notice Date, stating that notice was provided as required herein, attesting to the number of Postcard Notices delivered and returned undelivered, and any additional reasonably available data related to the impressions and reach of the notice via the settlement website or otherwise.

C. Settlement Fund. Upon completing its review of the validity of all Claim Forms submitted, the Settlement Administrator shall inform the Parties of the number of Valid Claims and the Settlement Benefits payable. The Froedtert Defendants shall deposit funds with the Settlement Administrator only as necessary to fund the Settlement Benefits payable. The funds deposited shall not exceed \$3,055,323.17. For the avoidance of any doubt, the Settlement Amount, incentive payments, Class Counsel award, and administrative expenses represent the limit and extent of the Froedtert Defendants' monetary obligations under this Agreement.

D. Claims Administration.

1. Submission of Claims and Claim Form Deadline. To receive a Settlement Benefit, a Settlement Class member must submit a complete, sworn claim via a Claim Form within forty-five (45) days of the Notice Date (the "Claim Form Deadline"). A Claim Form may be submitted online through the settlement website or by U.S. mail, postmarked by the Claim Form Deadline.

A Claim Form submitted or postmarked after the Claim Form Deadline shall not be a Valid Claim. Submission of a claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, Settlement Class member, or any other person, except as provided herein.

2. Claim Form – Individual Claimants. To receive a Settlement Benefit, a Settlement Class member who requested his or her own patient health care provider records, or authorized another in writing to obtain his or her own health care provider records (an “Individual Claimant”) must submit a claim, on the Claim Form attached as Exhibit 3 to this Agreement or as otherwise approved by the Court. The Claim Form must include a certification that the Individual Claimant, or a person with authority to bind the Individual Claimant:

- a. Has read and understands the Claim Form;
- b. Believes in good faith that the Individual Claimant is a member of the Settlement Class because he or she:
  - i. Requested his or her own patient health care provider records, or authorized another in writing to obtain his or her own health care provider records from a Froedtert Defendant;
  - ii. Was charged a Challenged Fee by Verisma between April 4, 2017 and April 5, 2018, or April 4, 2020 and the present, either directly or indirectly; and
  - iii. Paid the Challenged Fee, directly or indirectly;
- c. Has neither assigned any right to recover the Challenged Fee to any other person nor been reimbursed in part or in whole for the Challenged Fee paid; and
- d. Has not submitted any other claim for the Challenged Fee, has not authorized any other person to do so, and is not aware of any other person having done so on his or her behalf.

3. Claim Form – Requester Claimants. To receive a Settlement Benefit, a Settlement Class member who was authorized in writing by a patient to request and obtain the patient’s health



care provider records (a “Requester Claimant”) must submit a claim, on the Claim Form attached as Exhibit 4 to this Agreement or as otherwise approved by the Court. The Claim Form must include a certification from a person with authority to bind the Requester Claimant as follows:

- a. That the Requester Claimant has read and understands the Claim Form;
- b. That the Requester Claimant believes in good faith that the Requester Claimant is a member of the Settlement Class because the Requester Claimant:
  - i. Was authorized in writing by a patient to request and obtain the patient’s health care provider records from a Froedtert Defendant;
  - ii. Was charged a Challenged Fee by Verisma between April 4, 2017 and April 5, 2018, or April 4, 2020 and the present, either directly or indirectly; and
  - iii. Paid the Challenged Fee, directly or indirectly;
- c. The invoice number associated with the Challenged Fee;
- d. The amount paid for the Challenged Fee;
- e. The case name, court, and case number, or claim number and insurance company, related to the request for health care provider records, and
  - i. whether that case or claim is still pending; or
  - ii. if the case or claim is not still pending, the date the case or claim was closed or otherwise terminated;
- f. That neither the patient, nor anyone else, has reimbursed the Requester Claimant for the Challenged Fee in whole or in part, including but not limited to through an award or reimbursement of attorneys’ fees or costs;
- g. That the Requester Claimant has not assigned any right to recover the Challenged Fee to any other person; and
- h. The Requester Claimant’s taxpayer identification number.

For avoidance of doubt, if a law firm paid the Challenged Fees in connection with health care provider records it requested on behalf of its client for use in a lawsuit, and that lawsuit has since resolved with the law firm receiving or obtaining for its client some amount of monetary

relief (e.g., payment or reimbursement), then the law firm will be presumed to be ineligible to submit a Valid Claim.

4. Review of Claim Forms. The Settlement Administrator will review and evaluate each Claim Form for validity, timeliness, and completeness. The Settlement Administrator will use adequate and customary procedures and standards to assess the Claim Forms, including, but not limited to, using unique security identifiers or control numbers assigned to each Settlement Class member; screening Claim Forms for a valid invoice number or control number; screening for duplicate claims; screening for incomplete or inaccurate claims; and reviewing Claim Forms for evidence of fraud. The Settlement Administrator may request additional information from Settlement Class members as necessary to validate Claim Forms, including but not limited to instances of suspected fraud.

The Settlement Administrator shall use its best efforts to approve or deny all claims within 120 days of the Effective Date. The Settlement Administrator's decision regarding whether a Claim Form states a Valid Claim is final and binding, except that Class Counsel and the Froedtert Defendants shall have the right to audit claims and to challenge the Settlement Administrator's decision by motion to the Court.

5. Payment of Settlement Benefits. Within forty-five (45) days of completing its review of the validity of all Claim Forms submitted, or as soon as practicable after the deposit of any necessary additional payment required under Section II.C, the Settlement Administrator shall distribute the Settlement Benefits for all Valid Claims via check or digital payment as provided on the Claim Form. All Settlement Benefit payments will be subject to a ninety (90) day void period, after which the payment shall be void and no longer negotiable (the "Void Period"). If a Settlement Benefit is not negotiated within the Void Period, the Settlement Class member is not entitled to



any further payment under this Agreement or otherwise, and remains subject to the Release in Section I.C.2 of this Agreement.

6. Taxes. No deductions for taxes will be taken from any Settlement Benefit at the time of distribution. Settlement Class members will be responsible for paying any taxes due on the Settlement Benefits. All Settlement Benefits will be deemed to have been paid solely in the year in which the payments were issued. Neither Class Counsel nor the Parties purport to provide legal advice on tax matters to the Settlement Class.

7. Limitation of Liability. Neither the Parties nor counsel for the Parties shall have any liability whatsoever with respect to any act, omission, decision, or determination by the Settlement Administrator, in connection with the administration of the settlement or otherwise.

E. Request For Exclusion From Class (“Opt-Out”). Any Settlement Class member who wishes to be excluded from the Settlement Class must submit a written request for exclusion (“Opt-Out”) no later than the Claim Form Deadline to the Settlement Administrator, and to Class Counsel Brett A. Eckstein, Cannon & Dunphy, S.C., 595 N. Barker Road, Brookfield, WI 53008, [beckstein@c-dlaw.com](mailto:beckstein@c-dlaw.com). The Opt-Out must reference the Lawsuits and include the Settlement Class member’s name, address, and telephone number.

Neither Plaintiffs, Class Counsel, the Froedtert Defendants, nor the Froedtert Defendants’ counsel will in any way encourage any Settlement Class member to Opt-Out, or otherwise discourage any member of the Settlement Class from submitting a Claim Form. If a Settlement Class member submits both a Claim Form and an Opt-Out, the Claim Form shall take precedence and be considered binding, and the Opt-Out shall be deemed to have been sent by mistake. All Settlement Class members who do not timely Opt-Out are bound by the Release in Section I.C.2

of this Agreement and every order or judgment entered by the Court related to this Agreement, regardless of whether they submit a Valid Claim or receive any Settlement Benefit.

If more than ten percent (10%) of the Settlement Class timely submits an Opt-Out, the Froedtert Defendants may elect to terminate this Agreement by written notice to Class Counsel and the Court. If the Froedtert Defendants elect to terminate this Agreement, this Agreement will be null and void, and the Lawsuits will continue pursuant to schedules to be set by the Court, with all Parties retaining all of the claims and defenses that existed prior to entry into this Agreement.

At least fourteen (14) days prior to the Fairness Hearing, the Settlement Administrator shall provide to the Parties the names of the Settlement Class members who timely submitted an Opt-Out, and Class Counsel shall file a list of all Settlement Class members who timely submitted an Opt-Out with the Court under seal.

**F. Objections.** Any Settlement Class member who intends to object to the fairness of this Agreement must, by the date specified in the Preliminary Approval Order (which shall be no later than forty-five (45) days after the Notice Date and included in the Postcard Notice and the Long-Form Notice), file any such objection with the Court, with a copy to Class Counsel and counsel for the Froedtert Defendants. The objection must include at least the following information:

1. The Settlement Class member's name, address, and telephone number;
2. A written statement of all grounds for the objection and any legal or factual support for such objection;
3. Copies of all documents upon which the objection is based;
4. A list of any persons who would be called to testify in support of the objection at the Fairness Hearing; and
5. A statement of whether the Settlement Class member intends to appear at the Fairness Hearing. If the Settlement Class member intends to appear at the Fairness



Hearing through counsel, the objection must also identify all attorneys representing the Settlement Class member who may appear at the Fairness Hearing.

The Parties may file a response to any objections at least seven (7) days prior to the Fairness Hearing.

Unless otherwise ordered by the Court, Settlement Class members who file an objection but do not Opt-Out under Section II.E are bound by the Release in Section I.C.2 of this Agreement, regardless of whether they submit a Valid Claim or receive any Settlement Benefit. Any Settlement Class member who does not timely file an objection and notice of his or her intent to appear at the Fairness Hearing shall be foreclosed from seeking adjudication or review of the settlement or this Agreement by appeal or otherwise.

**G. Wind-Down and Residual Funds.** After the Void Period, to the extent there are funds remaining, the Settlement Administrator shall disburse those residual funds to the Wisconsin Trust Account Foundation, Inc.

### **III. CLASS ACTION SETTLEMENT PROCEDURES.**

**A. Preliminary Approval.** The Plaintiffs will request preliminary approval of the settlement as set forth in this Agreement in a hearing before the Honorable Michael J. Hanrahan on June 25, 2025 at 10 a.m., or as soon thereafter as the Parties may be heard. The motion will request relief in the form of the Proposed Preliminary Approval Order attached to this Agreement as Exhibit 5, or in a substantially similar form agreed upon by the Parties and the Court (the “Preliminary Approval Order”), that:

1. Preliminarily approves this Agreement as fair, reasonable, and adequate;
2. Certifies the Settlement Class for purposes of settlement only;
3. Appoints Plaintiffs as Class Representatives for the Settlement Class;
4. Appoints Cannon & Dunphy, S.C. as Class Counsel for the Settlement Class;

5. Approves the Postcard Notice and Long-Form Notice;
6. Finds that the notice to be given as described in this Agreement satisfies the requirements of Wis. Stat. § 803.08(4)(b), the Due Process Clause of the U.S. Constitution, and any other applicable law;
7. Directs that Settlement Class members who wish to be excluded from the Settlement Class must Opt-Out by the Claim Form Deadline;
8. Directs that any Settlement Class members who have not properly and timely submitted an Opt-Out shall be bound by this Agreement, including but not limited to the Release in Section I.C.2, upon entry of the Final Approval Order;
9. Schedules a Fairness Hearing to determine whether this Agreement should be approved as fair, reasonable, and adequate, and whether to enter a Final Approval Order;
10. Directs that Class Counsel shall file a motion for final approval of the settlement, including approval of the incentive payments and Class Counsel award, at least fourteen (14) days prior to the Fairness Hearing, such that the Court may determine at the Fairness Hearing what incentive payments and attorneys' fees and costs should be awarded; and
11. Directs any Settlement Class member who wishes to object in any way to the settlement or this Agreement to file such written objections, consistent with the requirements in Section II.F, no later than forty-five (45) days after the Notice Date.

The fact that the Court may require non-substantive changes to the Preliminary Approval Order does not invalidate this Agreement. If the Court does not grant preliminary approval, then this Agreement shall be null and void as stated in Section III.D.

**B. Fairness Hearing.** On October 7, 2025 at 9 a.m., or a different date set forth in the Preliminary Approval Order, a Fairness Hearing will be held at which the Court will:

1. Hear and decide any timely objections to this Agreement;
2. Specify and describe those Settlement Class members to whom notice was directed, who have not timely requested an Opt-Out, and whom the Court finds to be bound by this Agreement (the "Final Settlement Class");
3. Determine whether to approve the settlement as set forth in this Agreement as fair, reasonable, and adequate;
4. Decide what amounts to award as incentive payments to Plaintiffs; and



5. Decide Class Counsel's petition for a Class Counsel award.

C. **Final Approval.** If the Court finally approves this Agreement, the Court shall enter a Final Approval Order, in a form agreed upon by the Parties or as otherwise ordered by the Court, as follows:

1. Approving this Agreement as fair, reasonable, and adequate as to the Final Settlement Class;
2. Declaring this Agreement, including the Release in Section I.C, to be binding on Plaintiffs, the Froedtert Defendants, and the Final Settlement Class;
3. Dismissing the claims asserted by plaintiffs in *Klecha et al. v. Froedtert Memorial Lutheran Hospital, Inc.*, Milwaukee County Circuit Court Case No. 23-CV-2394, with prejudice, but retaining the Froedtert Defendants' third-party claims and affirmative defenses;
4. Dismissing the claims of the Final Settlement Class with prejudice;
5. Dismissing the claims of any Settlement Class members who submitted a timely Opt-Out without prejudice;
6. Awarding Plaintiffs reasonable incentive payments; and
7. Awarding Class Counsel their reasonable attorneys' fees and costs.

D. **Agreement Null and Void if Not Approved by the Court.** If the Court does not approve this Agreement, then this Agreement will be null and void, and the Lawsuits will continue pursuant to schedules to be set by the Court, with the Parties retaining all of the claims and defenses that existed prior to entry into this Agreement.

E. **Dismissal of the Lawsuits.** Within fourteen (14) days after the Effective Date, Plaintiffs will take the necessary steps to dismiss Plaintiffs' claims in the remaining Lawsuit with prejudice and without further costs to any Party.

F. **Payment of Incentive Payments And Class Counsel Award.** Within thirty (30) days after the Effective Date, the Froedtert Defendants shall transmit any incentive payments and Class Counsel award identified in the Final Approval Order to Class Counsel.

#### IV. REPRESENTATIONS AND WARRANTIES.

A. **Warranty of Capacity To Execute Agreement.** The undersigneds represent and warrant that each has the authority to execute this Agreement on behalf of and bind the Party for which he or she is signing. Plaintiffs further represent and warrant that no portion of any Claims between the Parties has been assigned to anyone else, and that no other person has any known legal right to pursue any of the Claims.

B. **Entire Agreement.** This Agreement constitutes the entire agreement between and among the Parties with regard to the settlement and the Lawsuits. Each Party acknowledges, stipulates, and agrees that the Party is not relying on any covenant, statement, warranty, inducement, understanding, or representation, of any kind or nature whatsoever, made by any other Party, including any of their principals, owners, attorneys, agents, vendors, or any other individual or entity, except as expressly set forth in this Agreement. This Agreement supersedes any and all prior negotiations and may not be modified or amended except in a writing signed by the Parties and their counsel.

C. **Comprehension of the Agreement.** The Parties represent and warrant that they have read this Agreement and understand its terms, and voluntarily accept all of the terms and conditions of this Agreement. The Parties have had sufficient opportunity to consult with legal counsel of their choosing regarding the terms of this Agreement and the meaning and effects thereof.

D. **Agreement to Cooperate.** The Parties agree to cooperate in the performance of the tasks required by this Agreement and achieving the settlement, including but not limited to taking all steps necessary to obtain preliminary and final approval of this settlement and dismissal of Plaintiffs' claims in the Lawsuits. The Parties shall cooperate in taking the steps outlined in this



Agreement and any other steps identified by the Court, and shall otherwise use their best efforts to implement this Agreement and the settlement described herein.

**V. MISCELLANEOUS.**

**A. Notices.** Whenever this Agreement requires or contemplates that one Party shall or may give notice to the other, notice shall be provided in writing by First Class Mail and email to:

1. If to Plaintiffs or Class Counsel:

Brett A. Eckstein  
Julie A. Leary  
Cannon & Dunphy, S.C.  
595 N. Barker Road  
P.O. Box 1750  
Brookfield, WI 53008-1750  
[beckstein@c-dlaw.com](mailto:beckstein@c-dlaw.com)  
[jleary@c-dlaw.com](mailto:jleary@c-dlaw.com)

2. If to the Froedtert Defendants or their counsel:

Susan E. Lovern  
Kelly J. Noyes  
Nicholas D. Castronovo  
von BRIESEN & ROPER, s.c.  
411 E. Wisconsin Avenue, Suite 1000  
Milwaukee, WI 53202  
[susan.lovern@vonbriesen.com](mailto:susan.lovern@vonbriesen.com)  
[kelly.noyes@vonbriesen.com](mailto:kelly.noyes@vonbriesen.com)  
[nicholas.castronovo@vonbriesen.com](mailto:nicholas.castronovo@vonbriesen.com)

**B. Counterparts.** This Agreement may be executed in one or more counterparts, and signatures transmitted via facsimile, email, or other electronic means shall be given the full force and effects as if originals.

**C. Governing Law and Jurisdiction.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without regard to any choice of law provisions. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of Milwaukee County Circuit Court.

D. **Successors in Interest.** This Agreement will be binding upon and inure to the benefit of the Parties, the Final Settlement Class members, and their successors and assigns.

E. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable in whole or in part, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement as such circumstances may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

F. **Headings.** The headings and sections of this Agreement are inserted for convenience only and do not constitute a part hereof.

G. **Waiver.** No waiver will be binding unless such waiver is executed in writing by the Party against whom the waiver is claimed. A waiver will not constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver.

H. **Interpretation and Amendments.** The Parties agree that this Agreement was drafted by mutual understanding after negotiation with consideration by, and participation of, the Parties and their counsel. As such, no Party shall be deemed to have drafted this Agreement. The Parties cannot amend or modify this Agreement except in a writing executed by each of them.



IN WITNESS WHEREOF, the Parties hereby accept and execute this Agreement.

**ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASS:**

Sharon Klecha  
Sharon Klecha

6-13-25  
Date

\_\_\_\_\_  
Todd Reynolds

\_\_\_\_\_  
Date

\_\_\_\_\_  
Katherine Prbylski

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Jasen

\_\_\_\_\_  
Date

**CLASS COUNSEL:**

\_\_\_\_\_  
Cannon & Dunphy, S.C.  
Brett A. Eckstein, State Bar No. 1036964  
Edward E. Robinson, State Bar No. 1025122  
Julie A. Leary, State Bar No. 111338595  
N. Barker Road, P.O. Box 1750  
Brookfield, WI 53008-1750  
Phone: 262-796-3702  
Fax: 262-796-3712  
[beckstein@c-dlaw.com](mailto:beckstein@c-dlaw.com)  
[erobinson@c-dlaw.com](mailto:erobinson@c-dlaw.com)  
[jleary@c-dlaw.com](mailto:jleary@c-dlaw.com)

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the Parties hereby accept and execute this Agreement.

**ON BEHALF OF PLAINTIFFS AND THE SETTLEMENT CLASS:**

\_\_\_\_\_  
Sharon Klecha

\_\_\_\_\_  
Date

Signed by:  
  
8E0E760E1CDEADD

\_\_\_\_\_  
Todd Reynolds

\_\_\_\_\_  
6/12/2025

\_\_\_\_\_  
Date

\_\_\_\_\_  
Katherine Prbylski

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Jasen

\_\_\_\_\_  
Date

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[jleary@c-dlaw.com](mailto:jleary@c-dlaw.com)

\_\_\_\_\_  
Date



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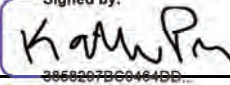
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Signed by:  
  
\_\_\_\_\_  
Katherine Prbylski

\_\_\_\_\_  
6/12/2025

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James Jasen

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[jleary@c-dlaw.com](mailto:jleary@c-dlaw.com)

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\_\_\_\_\_  
Sharon Klecha

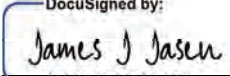
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\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
Date

DocuSigned by:  
  
\_\_\_\_\_  
James Jasen

6/12/2025

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[jleary@c-dlaw.com](mailto:jleary@c-dlaw.com)

\_\_\_\_\_  
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\_\_\_\_\_  
Sharon Klecha

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd Reynolds

\_\_\_\_\_  
Date

\_\_\_\_\_  
Katherine Prbylski

\_\_\_\_\_  
Date

\_\_\_\_\_  
James Jasen

\_\_\_\_\_  
Date

**CLASS COUNSEL:**



\_\_\_\_\_  
6/13/25

\_\_\_\_\_  
Date

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[beckstein@c-dlaw.com](mailto:beckstein@c-dlaw.com)

[erobinson@c-dlaw.com](mailto:erobinson@c-dlaw.com)


[jleary@c-dlaw.com](mailto:jleary@c-dlaw.com)

**ON BEHALF OF THE FROEDTERT DEFENDANTS:****Froedtert Memorial Lutheran Hospital, Inc.**

  
By: Scott R. Hawig  
Its: Chief Financial & Administrative Officer

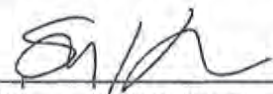
6/11/25  
Date

**Community Memorial Hospital of Menomonee Falls, Inc.**

  
By: Scott R. Hawig  
Its: Chief Financial & Administrative Officer


6/11/25  
Date

**St. Joseph's Community Hospital of West Bend, Inc.**

  
By: Scott R. Hawig  
Its: Chief Financial & Administrative Officer

6/11/25  
Date

**Froedtert & The Medical College of Wisconsin Community Physicians, Inc.**

  
By: Scott R. Hawig  
Its: Chief Financial & Administrative Officer

6/11/25  
Date

42825579.1.DOCX



**Cannon & Dunphy, S.C., 595 North Barker Road, Brookfield, Wisconsin 53045**

**NOTICE OF PROPOSED CLASS  
ACTION SETTLEMENT**

*THE COURT AUTHORIZED THIS NOTICE. THIS  
IS NOT A SOLICITATION FROM A LAWYER.*

**SETTLEMENT ADMINISTRATOR c/o  
XXXXXXXXXX  
PO BOX XXXXXX CITY, STATE ZIP**

**Important Deadlines on the reverse  
XXX-XXX-XXXX**

**www.\_\_\_\_\_.com**

**CLASS MEMBER IDENTIFIER  
[CLASS MEMBER ID IN DIGITS]**

**[CLASS MEMBER NAME &  
ADDRESS]**



**What Is This About?** A proposed settlement has been reached in lawsuits alleging that “paper copy” fees were inappropriately charged for electronic copies of health care records.

**Who’s Included?** Subject to certain exclusions, the settlement includes persons who, between April 4, 2017 and April 5, 2018, or April 4, 2020 and the present (i) paid “paper copy” fees under Wis. Stat. § 146.83(3f)(b) for electronic copies of health care records charged by Verisma Systems, Inc. on behalf of Froedtert Memorial Lutheran Hospital, Inc.; Community Memorial Hospital of Menomonee Falls, Inc.; St. Joseph’s Community Hospital of West Bend, Inc.; or Froedtert & The Medical College of Wisconsin Community Physicians, Inc. for health care records requested by a patient or a person authorized by the patient, and (ii) have not already been reimbursed for such fees. Please see [www.\\_\\_\\_\\_\\_.com](http://www._____.com) for further information on exclusions.

**Who Represents Me?** The Court appointed Class Counsel, Cannon & Dunphy, S.C., whom you do not have to pay. If you want your own lawyer, you may hire one at your own expense.

**What Are The Settlement Benefits?** If you timely submit a Claim Form, you may be eligible to receive reimbursement of the “paper copy” fees paid for electronic copies of your health care records, plus \$175 in exemplary damages.

The total aggregate class settlement benefit is limited to \$3,055,323.17.

**How Can I Get A Benefit?** Use the class member identifier on the front of this postcard to complete and submit a Claim Form either online or by mail to \_\_\_\_\_ Claim Forms are available at the Settlement Website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com), by

calling \_\_\_\_\_, or by writing to the Settlement Administrator.

**Claim Form Deadline:** Claim Forms must be received by \_\_\_\_\_.

**Your Other Options.** If you do not Opt-Out of the Settlement in writing by \_\_\_\_\_, you will be bound by the Settlement and all orders of the Court, and will have no right to sue later for the Claims released by this Settlement, even if you do not receive a Settlement Benefit.

If you want to participate in the Settlement but object to its terms, you may file an Objection with the Milwaukee County Circuit Court by \_\_\_\_\_. The Court will hold a hearing on October 7, 2025 at 9 am to consider whether to approve the Settlement and whether to award \$855,491 in attorneys’ fees and expenses to Class Counsel, and incentive fees of \$5,000 each to Named Plaintiffs Sharon Klecha, Todd Reynolds, Katherine Prbylski, and James Jasen. You may attend this hearing, but you do not have to.

Complete information is available in the full notice on the Settlement Website, by calling \_\_\_\_\_, or by writing to the Settlement Administrator.

**Cannon & Dunphy, S.C., 595 North Barker Road, Brookfield, Wisconsin 53045**



**This notice may affect your rights. Please read it carefully**  
***A court has authorized this notice. This is not a solicitation from a lawyer.***

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>Submit a Claim Form</b>	To receive a payment under this Settlement, you must submit a Claim Form by the Claim Form Deadline.	[DATE]
<b>Opt-Out</b>	Get out of the lawsuit and the Settlement. This is the only option that allows you ever to bring or join another lawsuit raising the same legal claims against the Defendants. You will receive no payment from this Settlement.	[DATE]
<b>File Objection</b>	Write to the Court about any aspect of the Settlement you don't like or you don't think is fair, adequate, or reasonable. If you object to any aspect of the Settlement, you must submit a written Objection by the Objection Deadline.	[DATE]
<b>Go to a Hearing</b>	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you <b>must first</b> submit a written Objection by the Objection Deadline noted above.)	<b>October 7, 2025</b>
<b>Do Nothing</b>	You will not receive any payment; also, you will have no right to sue later for the claims released by the Settlement.	

- These rights and options--and the deadlines to exercise them--are explained in this notice.
- The Court still must decide whether to approve the Settlement. Payments will be sent to Settlement Class members only if the Settlement Class members make valid claims and the Court approves the Settlement. If there are appeals, payments will not be made until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Fairness Hearing.** On October 7, 2025 at 9 a.m., the Court will hold a hearing to determine: (i) whether the proposed Settlement is fair, reasonable, and adequate and should receive final approval; (ii) whether the Claims of the Settlement Class against the Defendants should be dismissed with prejudice; (iii) whether Class Counsel's application for a fee award and expenses should be granted; and (iv) whether the application for the incentive award payments to the named plaintiffs should be granted. The Fairness Hearing will be held at the Milwaukee County Circuit Court, 901 N. 9<sup>th</sup> Street, Milwaukee, WI 53233 (the "Court"), in the courtroom of the Honorable Michael J. Hanrahan, which is located in Room 500. This Fairness Hearing date may change without further notice to you. Consult the Settlement Website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), or the Court docket in this case, *Klecha et. al v. Froedtert Memorial*

*Lutheran Hospital, Inc., et. al*, Milwaukee County Case No. 2023CV2394, for updated information on the Fairness Hearing date and time.

- This notice concerns cases called *Klecha et. al v. Froedtert Memorial Lutheran Hospital, Inc., et. al*, Milwaukee County Case No. 2023CV2394; and *Jasen v. Froedtert & The Medical College of Wisconsin Community Physicians, Inc.*, Milwaukee County Case No. 2023CV2440 (together, the “Lawsuits”).
- A class action settlement in the Lawsuits will resolve the Settlement Class’s claims against Froedtert Memorial Lutheran Hospital, Inc.; Community Memorial Hospital of Menomonee Falls, Inc.; St. Joseph’s Community Hospital of West Bend, Inc.; Froedtert & The Medical College of Wisconsin Community Physicians, Inc.; (“Defendants”).
- This settlement affects all persons or entities who, between April 4, 2017 and April 5, 2018, or April 4, 2020 and the present (1) requested his or her own health care records, authorized another in writing to obtain his or her health care records, or was authorized in writing by a patient to request and obtain the patient’s health care records from Defendants; and (2) was charged and paid a “paper copy” fee for electronic copies of health care records (the “Settlement Class”). Please see below for specific definitions and exclusions relating to the Settlement Class criteria.
- The Lawsuits contend that the Defendants charged “paper copy” fees for electronic copies of health care records when not permitted by Wisconsin law. The Lawsuits seek return of those fees, exemplary damages, and certain other remedies (the “Claims”).
- Defendants deny liability.
- To settle the case, Defendants have agreed to pay each Settlement Class member who submits a Valid Claim the “paper copy” fee paid for electronic copies of the health care records, plus \$175 in exemplary damages.
- Defendants will provide funds up to \$3,055,323.17 to pay all Valid Claims.
- Defendants have also agreed to pay incentive payments of \$5,000 each to Sharon Klecha, Todd Reynolds, Katherine Prbylski, and James Jasen for serving as Plaintiffs in the Lawsuits.
- Defendants have also agreed to pay for the costs associated with the administration of the case, including the claims process described below.
- Cannon & Dunphy, the lawyers who brought the Lawsuit (“Class Counsel”), will ask the Court for \$855,491 in attorneys’ fees and expenses, which will be paid separately by Defendants.
- **Your legal rights are affected whether you act or do not act. Read this notice carefully.**

This notice summarizes the proposed Settlement. For the complete terms and conditions of the Settlement, please see the Settlement Agreement available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com), or contact the Settlement Administrator at [ADDRESS].

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE  
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

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## **1. How Do I Know If I Am Affected By The Settlement?**

---

This case involves claims that the Defendants charged “paper copy” fees for electronic copies of health care records requests for which those fees were not permitted under Wisconsin law. For purposes of Settlement only, the Court has conditionally certified a Settlement Class that is defined as:

Any person or entity who

1. Either:
  - a. requested his or her own patient health care provider records, or authorized another in writing to obtain his or her own health care provider records, from Froedtert Memorial Lutheran Hospital, Inc.; Community Memorial Hospital of Menomonee Falls, Inc.; St. Joseph’s Community Hospital of West Bend, Inc.; or Froedtert and The Medical College of Wisconsin Community Physicians, Inc. (“the Defendants”); or
  - b. was authorized in writing by the patient to request and obtain the patient’s health care provider records from the Defendants; and
2. was charged by Verisma Systems, Inc. a “paper copy” rate under Wis. Stat. § 146.83(3f)(b)1. (the “Challenged Fee”) for electronic copies of patient health care records between April 4, 2017 and April 5, 2018, or April 4, 2020 and the present, either directly or indirectly; and
3. paid the Challenged Fee, either directly or indirectly.

Excluded from the Settlement Class are:

1. The Defendants’ officers and directors;
2. Counsel of record in the Lawsuits; and
3. The judge(s) presiding or who have presided over the Lawsuits and their law clerk(s).

You are receiving this Notice because, according to the Defendants’ records, you may be a member of the Settlement Class.

A Settlement Class member that has already been reimbursed for “paper copy” fees for electronic copies of health care records is ineligible to submit a Valid Claim. And for the avoidance of doubt, if a law firm paid the “paper copy” fees for electronic copies of health care records in connection with health care records it requested on behalf of its client, and that lawsuit has since resolved with the law firm receiving or obtaining for its client some amount of monetary relief

(e.g. payment or reimbursement), the presumption is that the law firm is ineligible to submit a Valid Claim.

## **2. What Is The Lawsuit About?**

---

Plaintiffs allege that Defendants improperly charged “paper copy” fees for electronic copies of health care records that were not permitted under Wisconsin law.

## **3. Why Is There A Lawsuit?**

---

Plaintiffs contend that they and the Settlement Class are entitled to reimbursement of the allegedly improperly charged “paper copy” fees for electronic copies of health care records, actual and exemplary damages, and certain other relief. Defendants have denied that they are liable to Plaintiffs or the Settlement Class.

## **4. Why Is This Case Being Settled?**

---

Counsel for both Plaintiffs and Defendants have determined that there is significant risk in continuing the Lawsuits. Among other issues, the issues in the Lawsuits include: (i) whether Defendants acted knowingly and willfully, or negligently; (ii) whether Plaintiffs and the Settlement Class deserve exemplary damages; and/or (iii) whether Defendants may establish other defenses. In particular, even if Plaintiffs convince the judge or jury that they are entitled to reimbursement of the “paper copy” fees for electronic copies of health care records, there is a substantial risk that a judge or jury would not impose any damages, including exemplary damages. Even if Plaintiffs were to succeed in the trial court, any judgment would be at risk on appeal. After considering the risks and costs of further litigation, the Parties have concluded that it is desirable that the claims be settled and dismissed on the terms of the Settlement Agreement. Plaintiffs and Class Counsel believe that the terms and conditions of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class members.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

## **5. What Can I Get In The Settlement?**

---

Settlement Class members who submit Valid Claims will receive a Settlement Benefit of the amount paid in “paper copy” fees for electronic copies of health care records, plus \$175 in exemplary damages.

Defendants will provide funds up to \$3,055,323.17 to pay Valid Claims. Valid Claims will be paid only if the Court approves the Settlement.

## **6. How Do I Make A Claim?**

---

To make a Claim, you must access the Claim Form using a unique class member identifier contained on the notice provided by the Settlement Administrator and complete the Claim Form available on this Settlement Website, [www.settlement.com](http://www.settlement.com). You can submit the Claim Form online, or you can print it and mail it to the Settlement Administrator at: [REDACTED].

In order to make a Valid Claim, each Settlement Class member will need to follow the instructions on the Claim Form and, among other things, provide the unique invoice number from each invoice on which they were charged “paper copy” fees for electronic copies of health care records. No claims may be submitted as a group, aggregate, or class of persons.

Claim Forms must be submitted online or received by 11:59 p.m. Central Time on \_\_\_\_\_, 2025 (the “Claim Form Deadline”).

To receive a Settlement Benefit, *Individual Claimants*, meaning patients who requested their own health care records or authorized another person in writing to request their health care records, must submit a signed certification that the Individual Claimant, among other things:

- i. Has read and understands the proof of Claim Form;
- ii. Believes in good faith that he or she is a member of the Settlement Class because he or she previously requested directly or had authorized someone in writing to obtain copies of his or her health care records;
- iii. Was charged a “paper copy” fee for electronic health care records and paid that fee;
- iv. Has neither assigned any right to recover that fee to any other party nor been reimbursed in part or in whole by a third-party for that fee; and
- v. Has not submitted any other claim for the same payments, has not authorized any other person or entity to do so, and knows of no other person or entity having done so on his or her behalf.

To receive a Settlement Benefit, *Requester Claimants*, meaning Settlement Class members who had a patient’s written authorization to obtain the patient’s health care records, must submit a signed certification stating, among other things:

- i. That the Requester Claimant has read and understands the Claim Form and believes in good faith that it is a member of the Settlement Class because it was authorized in writing by a patient to obtain copies of the patient’s health care records;
- ii. The amount paid for “paper copy” fees for electronic copies of health care records;
- iii. The invoice number related to the “paper copy” fees for electronic copies of health care records in question;
- iv. The case style, including cause number and court, or the claim number and insurance company name for any lawsuit or legal claim for which health care records were requested;
- v. Whether the lawsuit or legal claim for which the health care records were requested is still open or pending;
- vi. If the lawsuit or legal claim for which the health care records were requested is not still open or pending, then the date on which the matter for which the health



care records were obtained for the individual was closed without reimbursement of the “paper copy” fees for electronic copies of health care records;

- vii. That neither the patient nor anyone else has reimbursed the Requester Claimant, directly or indirectly, in part or in whole, for payment of any attorneys’ fees or expenses in connection with representation, including but not limited to the “paper copy” fees for electronic copies of health care records in question;
- viii. That the Requester Claimant has not assigned any right to recover these “paper copy” fees for electronic copies of health care records to any other party; and
- ix. The entity’s tax payer identifier.

For law firms, the certifications shall be provided by the managing shareholder, partner, or other person who has authorized to settle or resolve the law firm’s legal rights under the penalty of perjury, and for other entities the certifications shall be provided by such person who has authority to settle and resolve that entity’s legal rights.

For the avoidance of doubt, if a law firm paid for “paper copy” fees for electronic copies of health care records in connection with health care records it requested on behalf of its client for use in a lawsuit, and that lawsuit has since resolved with the law firm receiving or obtaining for its client some amount of monetary relief (e.g. payment or reimbursement), then in that situation the law firm would be ineligible to submit a Valid Claim.

Settlement Benefit payments will be issued only if the Court gives final approval to the proposed Settlement and after the final approval is no longer subject to appeal. Please be patient as this may take months or even years in the event of an appeal.

## **7. When Do I Get My Benefits?**

---

Filing a Claim does not guarantee a Settlement Benefit payment. A Fairness Hearing is scheduled for October 7, 2025 at 9 am. If the Court approves the Settlement and there are no appeals, then Settlement Benefits will be distributed after the Settlement is no longer subject to appeal or review and the Settlement Administrator has completed its review and audit of all Claim Forms against the Defendants’ records to validate the veracity of the claims, and prevent the payment of fraudulent or duplicative claims. If the Court does not approve the Settlement, or if the Settlement is overturned on appeal, no Settlement Benefits will be issued.

## **8. What Do Plaintiffs And Their Lawyers Get?**

---

To date, Class Counsel has not been compensated for any of their work on the Lawsuits since 2023. As part of the Settlement, Class Counsel will apply to the Court to separately award them an amount of \$855,491 to pay their attorneys’ fees and expenses. Defendants have agreed not to object to Class Counsel’s application for these fees and expenses.

In addition, the Defendants have agreed not to object to incentive payments of \$5,000 to each named Plaintiff. This payment is designed to compensate the named Plaintiffs for their time, effort, and risk undertaken in pursuing litigation.

Class Counsel shall file their application for a fee award and class service awards no later than fourteen (14) days prior to the Fairness Hearing. A copy of that application will be available on the Settlement Website. The Court will determine the amount of attorneys' fees and expenses as well as the amount of incentive payments. Any award of attorneys' fees, expenses, and incentive payments shall be in addition, not part of or subject to, the Settlement Amount of \$3,055,323.17.

## **9. What Happens If I Do Not Opt-Out From The Settlement?**

If you are a Settlement Class member and you do not Opt-Out from the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Release of the Claims in the Settlement. This means that in exchange for being a Settlement Class member and being eligible for a Settlement Benefit, you will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants for alleged illegal overcharges of "paper copy" fees for electronic copies of health care records unless you Opt-Out.

**You will not be responsible for any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Settlement Class.**

Staying in the Settlement Class also means that you agree to the following terms of the Settlement that describe exactly the legal Claims that you give up:

Upon the entry of a Final Approval Order, Plaintiffs and members of the Settlement Class forever and completely release and discharge the Defendants, their agents, parents, subsidiaries, affiliates, employees, officers, directors, members, shareholders, attorneys, guarantors, successors, insurers, and assigns from any and all claims, demands, damages, complaints, costs, fees, losses, attorneys' fees, suits, actions, causes of action, and other liabilities of any kind or character, accrued or unaccrued, known or unknown, which they had, have, or could have asserted or claimed based on any act or omission that occurred up to the date of the execution of this Agreement related to the Claims. This release applies regardless of whether a Settlement Class member submits a Valid Claim or receives any Settlement Benefit.

## **10. How Do I Opt-Out From The Settlement?**

You can Opt-Out from the Settlement Class if you wish to retain the right to sue Defendants separately for the Claims. If you Opt-Out, you cannot file a claim or Objection to the Settlement.

To Opt-Out, you must submit a written request for exclusion no later than the Claim Form Deadline to the Settlement Administrator, and to Class Counsel Brett A. Eckstein, Cannon & Dunphy, S.C., 595 N. Barker Road, Brookfield, WI 53008, [beckstein@c-dlaw.com](mailto:beckstein@c-dlaw.com). The Opt-Out must reference the Lawsuits and include your name, address, and telephone number.

## **11. How Do I Object To The Settlement?**

You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You cannot ask the Court to order a larger Settlement; the Court can only approve or disallow the Settlement. If the Court does not approve the Settlement, no Settlement Benefits will be sent out, and the lawsuit will continue.

You can also ask the Court to disapprove the requested incentive payments to Plaintiffs or the attorneys' fee and expense awards to Class Counsel.

You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney.

If you want to raise an Objection to the Settlement at the Fairness Hearing, you must file your Objection in writing with the Clerk of the Court, delivered by mail, express mail, personal delivery, or electronic filing, such that the Objection is received by the Clerk on or before the Objection Deadline.

Any Objection must include:

- i. a reference to this case, *Klecha et al. v. Froedtert Memorial Lutheran Hospital, Inc.*, Milwaukee County Circuit Court Case No. 23-CV-2394;
- ii. the objector's full name, address, and telephone number;
- iii. a written statement of all grounds for the objection accompanied by any legal and factual support for such objection;
- iv. copies of any papers, briefs, or other documents upon which the objection is based;
- v. a list of all persons who will be called to testify in support of the objection at the Fairness Hearing; and
- vi. a statement as to whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing the objector who will appear at the Fairness Hearing.

Failure to include this information and documentation may be grounds for overruling and rejecting your Objection.

By filing an Objection, you consent to the jurisdiction of the Court, including to any order of the Court to produce documents or provide testimony prior to the Fairness Hearing. You further consent to a deposition, at the request of Class Counsel or Defendants' counsel, at least five (5) days prior to the Fairness Hearing.

If you file an Objection to the Settlement but still want to submit a Claim in the event the Court approves the Settlement, you must still timely submit a Claim Form according to the instructions described above.



You **must** also send a copy of your Objection to the Settlement Administrator, Class Counsel, and Defendants' counsel:

Class Counsel:

Brett A. Eckstein  
Cannon & Dunphy  
595 N. Barker Rd.  
Brookfield, WI 53008

Counsel for Defendants:

Kelly J. Noyes  
von Briesen & Roper, s.c.  
411 E. Wisconsin Ave., #1000  
Milwaukee, WI 53202

## **12. When Will The Court Decide If The Settlement Is Approved?**

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The Court will hold a Fairness Hearing to consider whether to approve the Settlement. The Fairness Hearing will be held in the Milwaukee County Circuit Court, 901 N. 9<sup>th</sup> Street, Milwaukee, WI 53233. The Fairness Hearing will be held in the courtroom of the Honorable Michael J. Hanrahan, which is located in Room 500, on October 7, 2025 at 9 am. The Fairness Hearing is open to the public. This Fairness Hearing date may change without further notice to you. Consult the Settlement Website at [www.settlement.com](http://www.settlement.com) for updated information on the Fairness Hearing date and time.

## **13. How Do I Get More Information?**

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You can inspect many of the court documents connected with this case on the Settlement Website. An online court docket is available for inspection at <https://wcca.wicourts.gov/caseDetail.html?caseNo=2023CV002394&countyNo=40&index=0>.

Papers filed in this lawsuit can be requested by contacting the court clerk.

You can contact the Settlement Administrator at \_\_\_\_.

You can also obtain additional information by contacting Class Counsel:

Brett A. Eckstein  
Cannon & Dunphy, S.C.  
595 N. Barker Rd.  
Brookfield, WI 53008  
[beckstein@c-dlaw.com](mailto:beckstein@c-dlaw.com)

**Cannon & Dunphy, S.C., 595 North Barker Road, Brookfield, Wisconsin 53045**

**IMPORTANT LEGAL MATERIALS****CLAIM FORM FOR INDIVIDUAL CLAIMANTS****GENERAL INSTRUCTIONS**

If you are an Individual Claimant, meaning you requested your health care records or authorized another person in writing to request your health care records, please use this Claim Form. If you are a Requester Claimant, meaning you obtained a patient's written authorization to obtain the patient's health care records, do not use this Claim Form but instead use the Claim Form for Requester Claimants.

To make a claim under the Settlement, you must complete this Claim Form and submit it online or mail it to the address at the bottom of this form. Your Claim Form must be postmarked or submitted to the Settlement Administrator by 11:59 p.m. on [45 days after Notice Date]. The information on this Claim Form will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering this Settlement (such as to audit and review a claim for completeness, truth, and accuracy).

You can submit a claim for a Settlement Benefit if you, between April 4, 2017 and April 5, 2018, or April 4, 2020 and the present: (i) requested your own health care records or authorized another person in writing to request your health care records; (ii) paid a "paper copy" fee under Wis. Stat. § 146.83(3f)(b)1. for electronic copies of patient health care records (the "Challenged Fee") charged by Verisma Systems, Inc., on behalf of Froedtert Memorial Lutheran Hospital, Inc.; Community Memorial Hospital of Menomonee Falls, Inc.; St. Joseph's Community Hospital of West Bend, Inc.; or Froedtert & The Medical College of Wisconsin Community Physicians, Inc.; and (iii) have not already been reimbursed for the Challenged Fee. Settlement Class members who submit Valid Claims will be reimbursed for the Challenged Fee and paid \$175 in exemplary damages.

**Settlement Class members who seek payment from the Settlement must complete and return this Claim Form.** Completed Claim Forms must be mailed to the Settlement Administrator at NAME, P.O. Box ###, CITY, STATE ##### or can be submitted via the Settlement Website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com). **Claim Forms must be POSTMARKED or SUBMITTED ONLINE NO LATER THAN [45 days after Notice Date], \_\_\_\_\_ at 11:59 p.m., Central Time.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Class Notice available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). By submitting this Claim Form, you acknowledge that you have read and understand the Class Notice, and you agree to the Release included as a material term of the Settlement Agreement.

If you fail to timely submit a Claim Form, you will be precluded from any recovery from the Settlement Fund. If you are a member of the Settlement Class and you do not timely and validly seek to Opt-Out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form or whether or not you receive a Settlement Benefit.

To receive the most current information and regular updates, please submit your Claim Form on the Settlement Website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).





By signing below, you are submitting to the jurisdiction of the Circuit Court of Milwaukee County, Wisconsin.

**Certification or Affirmation under Penalty of Perjury**

**I hereby certify or affirm under penalty of perjury that:**

1. I have read the Settlement Agreement and agree to its terms, including the Release;
2. I have read and understand the Claim Form;
3. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
4. I believe in good faith that I am a member of the Settlement Class because I previously requested directly or had authorized someone in writing to obtain copies of my health care records;
5. I was charged “paper copy” fees for electronic copies of my health care records and I paid those fees;
6. I did not request to Opt-Out from the Settlement Class;
7. I have not already entered into a settlement for any of the Claims set forth in this Claim Form;
8. I am not (a) an officer or director of one of the Defendants; (b) an attorney of record in the Lawsuits; or (c) a judge or justice who presided over any of the Lawsuits or one of their clerks.
9. I have not submitted any other claim for the same fees and have not authorized any other person or entity to do so, and know of no other person or entity having done so on my behalf;
10. I neither have the right to recover these fees from any other party nor have been reimbursed, in part or in whole, by a third-party for these fees;
11. I will timely provide any additional information requested by the Settlement Administrator to validate my claim;
12. I understand that by submitting this Claim Form, the effect is the same as if I have given a complete Release of all Claims; and,
13. I understand that claims may be audited for veracity and accuracy. Claims Forms that are not valid and/or illegible will be rejected.

Signature: \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Cannon & Dunphy, S.C., 595 North Barker Road, Brookfield, Wisconsin 53045**



**IMPORTANT LEGAL MATERIALS****CLAIM FORM FOR REQUESTER CLAIMANTS****GENERAL INSTRUCTIONS**

If you are a Requester Claimant, meaning you had a patient's written authorization to obtain the patient's health care records, please use this Claim Form. If you are an Individual Claimant, meaning you were a patient who requested your own health care records or authorized another person in writing to request your health care records, please use the Claim Form for Individual Claimants.

To make a claim under the Settlement, you must complete this Claim Form and submit it online or mail it to the address at the bottom of this form. Your Claim Form must be postmarked or submitted to the Settlement Administrator by 11:59 p.m. on [45 days after Notice Date]. The information in the Claim Form will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only for purposes of administering this Settlement (such as to audit and review a claim for completeness, truth, and accuracy).

You can submit a Claim Form for a Settlement Benefit if you, between April 4, 2017 and April 5, 2018, or April 4, 2020 and the present: (i) were authorized in writing by a patient to obtain his or her health care records; (ii) paid a "paper copy" fee under Wis. Stat. § 146.83(3f)(b)1. for electronic copies of patient health care records (the "Challenged Fee") charged by Verisma Systems, Inc., on behalf of Froedtert Memorial Lutheran Hospital, Inc.; Community Memorial Hospital of Menomonee Falls, Inc.; St. Joseph's Community Hospital of West Bend, Inc.; or Froedtert & The Medical College of Wisconsin Community Physicians, Inc.; and (iii) have not already been reimbursed for the Challenged Fee. Settlement Class members who submit Valid Claims will be reimbursed for the Challenged Fee and paid \$175 in exemplary damages.

For the avoidance of doubt, if a law firm paid the Challenged Fees in connection with health care records it requested on behalf of its client for use in a lawsuit, and that lawsuit has since resolved with the law firm receiving or obtaining for its client some amount of monetary relief (e.g. payment or reimbursement), then in that situation, the presumption is that the law firm would be ineligible to submit a Valid Claim.

**Settlement Class members who seek payment from the Settlement must complete and return this Claim Form.** Completed Claim Forms must be mailed to the Settlement Administrator at NAME, P.O. Box ###, CITY, STATE ##### or can be submitted via the Settlement Website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com). **Claim Forms must be POSTMARKED or SUBMITTED ONLINE NO LATER THAN [45 days after Notice Date], \_\_\_\_\_ at 11:59 p.m., Central Time.**

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the Class Notice available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com). By submitting this Claim Form, you acknowledge that you have read and understand the Class Notice, and you agree to the Release included as a material term of the Settlement Agreement.

If you fail to timely submit a Claim Form, you will be precluded from any recovery from the Settlement fund. If you are a member of the Settlement Class and you do not timely and validly seek to Opt-Out from the Settlement Class, you will be bound by any judgment entered by the Court approving the Settlement regardless of whether you submit a Claim Form or whether or not you receive a Settlement Benefit. You must identify the unique invoice number from each invoice on which you were charged the Challenged Fee to seek a benefit from this Settlement. To receive the most current information and regular updates, please submit your Claim Form on the Settlement Website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).



For all requesters, were you reimbursed, in part or in whole, for the Challenged Fees you paid?

Yes

☐

No

☐

For law firms, with regard to any lawsuit or legal claim for which health care records were requested, please provide the case style, including cause number and court, or the claim number and insurance company name:

Is such lawsuit or legal claim for which the health care records were requested still open or pending?

Yes

☐

No

☐

If no, what was the date of disposition?

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Did you receive or obtain for your client some amount of monetary relief (e.g. payment or reimbursement)?

Yes

☐

No

☐

By signing below, you are submitting to the jurisdiction of the Wisconsin Circuit Court, Milwaukee County, Wisconsin.

**Certification or Affirmation under Penalty of Perjury**

**I, on behalf of the undersigned Requester Claimant, hereby certify or affirm under penalty of perjury that:**

1. I have read the Settlement Agreement and agree to its terms, including the Release(s);
2. I have read and understand the Claim Form;
3. The information provided in this Claim Form is accurate and complete to the best of my knowledge, information, and belief;
4. I believe in good faith that the undersigned Requester Claimant is a member of the Settlement Class because the Requester Claimant was previously authorized in writing by a patient to obtain copies of that patient's health care records;
5. The Requester Claimant was charged "paper copy" fees for electronic copies of health care records on the invoice numbers identified above;
6. The Requester Claimant incurred and actually paid the fees noted on the invoice numbers identified above, and has not been reimbursed for those fees;
7. The Requester Claimant did not request to Opt-Out from the Settlement Class;
8. The Requester Claimant has not already entered into a settlement for any of the Claims set forth in this Claim Form;
9. I and the Requester Claimant are not (a) an officer or director of one of the Defendants; (b) any law firm or attorney of record in the Lawsuits; or (c) a judge or justice who presided over any of the Lawsuits or one of their clerks;
10. I have not submitted any other claim for the same fees, have not authorized any other person or entity to do so, and know of no other person or entity having done so on the Requester Claimant's behalf;
11. The Requester Claimant has neither assigned the right to recover these fees to any other party nor been reimbursed directly or indirectly, in part or in whole, by a third-party for these fees;
12. I will timely provide any additional information requested by the Settlement Administrator to validate this Claim;
13. I understand that by submitting this Claim Form, the effect is the same as if I have given a complete Release of all settled Claims; and,
14. I understand that Claim Forms will be audited for veracity and accuracy. Claims Forms that are not valid and/or illegible will be rejected.

\_\_\_\_\_  
Requester Claimant Name

By: \_\_\_\_\_  
First Name MI Last Name

\_\_\_\_\_  
Title (Must be Managing Partner/Managing Shareholder if Entity is a Law Firm)

Signature: \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_



**Cannon & Dunphy, S.C., 595 North Barker Road, Brookfield, Wisconsin 53045**

**STATE OF WISCONSIN : CIRCUIT COURT : MILWAUKEE COUNTY  
CIVIL DIVISION**

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SHARON KLECHA,  
TODD REYNOLDS and  
KATHERINE PRBYLSKI,  
Individually, and on behalf of all other  
similarly situated persons or entities,

Plaintiff,

v.

FROEDTERT MEMORIAL LUTHERAN  
HOSPITAL, INC. and ABC INSURANCE CO.,

Defendants and Third-Party Plaintiffs,

v.

VERISMA SYSTEMS, INC.,

Third-Party Defendant.

Case No.: 23-CV-2394

Intentional Tort: 30106

Unclassified: 30703

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**ORDER CERTIFYING SETTLEMENT CLASS, APPOINTING CLASS  
COUNSEL, PRELIMINARILY APPROVING CLASS SETTLEMENT, AND  
DIRECTING CLASS NOTICE**

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This matter having come on to be heard on the 25<sup>th</sup> day of June, 2025, before that branch of the Milwaukee County Circuit Court, Hon. Michael J. Hanrahan presiding, on the Motion of the Plaintiffs to Certify a Settlement Class Under Wis. Stat. § 803.08, and for Appointment of Class Counsel, and for Preliminary Approval of Class Settlement, and the plaintiffs appearing by Cannon & Dunphy, S.C., by Attorney Julie A. Leary; the defendant

Froedtert Memorial Lutheran Hospital, Inc., appearing by von Briesen & Roper, by Attorney Kelly J. Noyes, and the defendant Verisma Systems, Inc., appearing by Hinshaw and Culbertson, LLP, by Attorney Corey J. Swinick.

Now, based upon the proceedings heretofore had, taken and filed,

IT IS ORDERED:

1. That the Plaintiffs' Motion to Certify a Settlement Class is GRANTED.
2. The Court finds that the requirements of Wis. Stat. § 803.08(1)(a)-(d) and (2)(c) are met as to the following Settlement Class, which is hereby certified as a class for purposes of settlement:

Any person or entity who

1. Either:
  - a. requested his or her own patient health care provider records, or authorized another in writing to obtain his or her own health care provider records, from Froedtert Memorial Lutheran Hospital, Inc.; Community Memorial Hospital of Menomonee Falls, Inc.; St. Joseph's Community Hospital of West Bend, Inc.; or Froedtert and The Medical College of Wisconsin Community Physicians, Inc. ("the Froedtert Defendants"); or
  - b. was authorized in writing by the patient to request and obtain the patient's health care provider records from the Froedtert Defendants; and
2. was charged by Verisma a "paper copy" rate under Wis. Stat. § 146.83(3f)(b)1. (the "Challenged Fee") for electronic copies of patient health care records between April 4, 2017 and April 5, 2018, or April 4, 2020 and the present, either directly or indirectly; and
3. paid the Challenged Fee, either directly or indirectly.

Excluded from the Settlement Class are:

1. The Froedtert Defendants' officers and directors;
2. Counsel of record in the Lawsuits; and

3. The judge(s) presiding or who have presided over the Lawsuits and their law clerk(s).

2. That Plaintiffs Sharon Klecha, Todd Reynolds, Katherine Prbylski, and James Jasen are appointed as representatives for the Settlement Class.

3. That Attorney Brett A. Eckstein of the law firm of Cannon & Dunphy, S.C., is appointed as class counsel for the Settlement Class.

5. That the Court preliminarily approves the Settlement Agreement between the parties as fair, reasonable, and adequate.

6. The Court further orders that notice be provided to class members in accordance with the Settlement Agreement. The notice described in the Settlement Agreement satisfies the requirements of Wis. Stat. § 803.08(4)(b) and is consistent with due process.

7. Any Settlement Class members who wish to be excluded from the Settlement Class and not bound by the Settlement Agreement must opt out, as provided by the Settlement Agreement, by the claim form deadline identified in the notice documents.

8. That the Court will hold a final fairness hearing on October 7, 2025, at 9:00 a.m. Class Counsel shall file a motion for final approval of the class settlement and petition for approval of the incentive payments and Class Counsel award at least fourteen days before the final fairness hearing. Settlement Class members who wish to object to the Settlement Agreement must file any such objection by the deadline identified in the notice documents. Any responses to objections must be filed with the Court at least seven days before the final fairness hearing.