

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement” or “Settlement Agreement”) is entered into by and between Plaintiff Rocco Mediate (“Plaintiff”) and Defendant Life Line Screening of America, Ltd. (“Defendant” or “Life Line”), individually and on behalf of the Settlement Class (as defined below), by and through their respective counsel. Plaintiff and Defendant are collectively referenced herein as the “Parties.”

I. Recitals

1. Defendant Life Line is a medical device company incorporated in Texas with its principal place of business and headquarters located at Barton Oaks Plaza 2, Suite 130, South Mopac Expressway Austin, TX 78746.

2. On January 17, 2025 Plaintiff filed a class action complaint (“Complaint”) in the District Court of Travis County Texas, 261st Judicial District (the “Court”) captioned *Mediate v. Life Line Screening of America, Ltd.*, Cause No. D-1-GN-25-000401 (“Litigation”). Plaintiff claims that Defendant intentionally exposed Plaintiff’s and Class Members’ confidential personally identifiable information and protected health information to third Parties, including Meta Platforms, Inc. (d/b/a Meta) and Google, Inc., through the use of the tracking technologies on Defendant’s website. Plaintiff alleges Defendant used the tracking technologies to surreptitiously transmit Plaintiff’s and Class members’ communications with Defendant’s website to Meta and other third parties, including the text and phrases website visitors type into search box queries and detailed information about which types of medical screening tests they have selected and ordered from Defendant.

3. On January 29, 2025, the Parties reached a class-wide settlement in principle to resolve the Litigation.

4. Defendant denies all claims asserted against it in the Litigation, denies all allegations of wrongdoing and liability, denies all material allegations of the Complaint, and denies that it is legally responsible to Plaintiff or any member of the Settlement Class for any of the claims asserted in the Litigation.

5. Class Counsel (defined below) have investigated the facts relating to the claims and defenses alleged and the underlying events in the Litigation, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough assessment of the strengths and weaknesses of the Parties' respective positions.

6. The Parties desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the Complaint on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing the Litigation.

7. Plaintiff and Class Counsel, on behalf of the Settlement Class (as defined below), have concluded—based upon their pre-suit investigation, settlement communications, and informal disclosures for settlement purposes, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement—that a settlement with Defendant on the terms set forth herein is fair and reasonable and in the best interest of Plaintiff and the Settlement Class. Plaintiff and Class Counsel believe that the Settlement reflected in this Settlement Agreement confers substantial benefits upon the Settlement Class.

8. The Settlement Agreement allocates the Settlement Fund as follows:

- a. Settlement Class Representative Service Award;
- b. Class Counsel's Attorneys' Fees and Expenses Award;

- c. the Settlement Administrator's Notice and Settlement Administration Costs;
- d. a cash payment to all Class Members submitting valid Claim Forms under the Settlement.

9. The Parties agree and understand that neither this Settlement Agreement, nor the Settlement it represents, shall be construed as an admission by Defendant of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or any other similar claims in other proceedings, or that any such claims would be suitable for class treatment.

10. The Parties deem this Settlement to be fair and reasonable and have arrived at this Settlement in arms-length negotiations taking all relevant factors, present or potential, into account.

11. The Settlement Agreement is intended to fully, finally, and forever resolve all claims and causes of action asserted, and that could have been asserted, based upon the facts alleged in the Complaint, against Defendants and the Released Persons, by and on behalf of the Plaintiff and Settlement Class Members (as defined in Paragraph 13 below).

12. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that, subject to the approval of the Court as provided for in this Agreement, the Litigation, all matters and claims in the Complaint, and all matters and claims arising out of or related to the allegations or subject matter of the Complaint and the Litigation shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

II. Definitions

13. As used herein and in the related documents attached hereto as exhibits, the following terms have the meanings specified below:

- a. **“Agreement”** or **“Settlement Agreement”** means this settlement agreement as amended, including all exhibits, which the Parties understand and agree set forth all material terms and conditions of the Settlement of the Litigation between them and which are subject to approval by the Court.
- b. **“Attorneys’ Fees and Expenses Award”** means the amount awarded by the Court to be paid to Class Counsel, such amount to be in full and complete satisfaction of Class Counsel’s claim or request (and any request made by any other attorneys) for payment of reasonable attorneys’ fees and Litigation Expenses incurred in respect of the Litigation.
- c. **“California Settlement Subclass”** means all individuals residing in the State of California who set health screenings through Life Line, or purchased test kits through Life Line, using a website or web platform during the period from June 1, 2018 to the present.
- d. **“Claim Form”** means the claim form that will be emailed to Settlement Class Members whereby they may receive a cash payment under the Settlement, substantially in the form attached hereto as **Exhibit A**.
- e. **“Claim Deadline”** is the date by which Settlement Class Members must submit a valid Claim Form to receive a cash payment under the Settlement. The Claim Deadline is sixty (60) Days after the Notice Date.
- f. **“Class Counsel”** shall mean John J. Nelson of Milberg Coleman Bryson Phillips Grossman, PLLC and Jonathan Jagher of Freed Kanner London & Millen LLC.
- g. **“Class Notice”** means the notice of this Settlement, which shall include the Long-Form Notice and Short-Form or Postcard Notice, substantially in the form attached hereto as **Exhibits B and C**, respectively.
- h. **“Court”** means the District Court of Travis County, Texas, 261st Judicial District.
- i. **“Day(s)”** means calendar days but does not include the day of the act, event, or default from which the designated period of time begins to run. Further, and notwithstanding the above, when computing any period of time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.
- j. **“Defendant’s Counsel”** means Justin J. Boron of Freeman Mathis & Gary, LLP.
- k. **“Effective Date”** means the date defined in Paragraph 81 of this Settlement Agreement.

- l. **“Final”** with respect to a judgment or order means that the following have occurred: (i) the expiration of all deadlines to notice any appeal; (ii) if there is an appeal or appeals, the completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing en banc, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand).
- m. **“Final Approval Hearing”** means the hearing at which the Court will determine whether the Settlement should be given final approval pursuant to Texas Rule of Civil Procedure 42(e) and whether any Attorneys’ Fees and Expenses Award and Settlement Class Representative Service Awards should be approved.
- n. **“Final Approval Order and Judgment”** means an order and judgment that the Court enters after the Final Approval Hearing which, among other things, finally approves the Settlement, certifies the Settlement Class, dismisses the Litigation with prejudice, and otherwise satisfies the settlement-related provisions of Texas Rule of Civil Procedure 42(e) in all respects.
- o. **“Long-Form Notice”** means the written notice substantially in the form of **Exhibit B** to this Settlement Agreement.
- p. **“Nationwide Settlement Class”** means all individuals who set health screenings through Life Line, or purchased test kits through Life Line, using a website or web platform during the period from June 1, 2018 to the present.
- q. **“Notice and Settlement Administration Costs”** means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class, processing claims, and otherwise administering the Settlement. This does not include any separate costs incurred directly by Defendant or any of Defendant’s attorneys, agents, or representatives in this Litigation.
- r. **“Notice Date”** means the date, thirty (30) Days from the entry of the Preliminary Approval Order, by which the Settlement Administrator shall email the Postcard Notice to all Settlement Class Members for whom Defendant has valid addresses.
- s. **“Notice Program”** means the notice program described in Section VII.
- t. **“Objection Deadline”** shall have the meaning set forth in Paragraph 48 or as otherwise ordered by the Court.
- u. **“Opt-Out”** means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not

rescind that Request for Exclusion before the end of the Opt-Out Period, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

- v. **“Opt-Out Date”** means the date by which Settlement Class Members must mail or submit online via the Settlement Website their Request for Exclusion in order to be excluded from the Settlement Class. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be forty-five (45) Days after the Notice Date.
- w. **“Opt-Out Period”** means the period commencing on the date of entry of the Preliminary Approval Order and ending on the Opt-Out Date, during which Settlement Class Members may submit a timely Request for Exclusion.
- x. **“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.
- y. **“Postcard Notice”** or **“Short-Form Notice”** means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form attached as **Exhibit C** to this Settlement Agreement.
- z. **“Preliminary Approval Date”** means the date the Preliminary Approval Order has been executed and entered by the Court.
- aa. **“Preliminary Approval Order”** means the order certifying the proposed Settlement Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit D**.
- bb. **“Related Parties”** means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as each of Defendant’s and these entities’ respective predecessors, successors, assigns, shareholders, members, trustees, directors, officers, employees, principals, agents, attorneys, representatives, providers, advisors, consultants, contractors, vendors, partners, insurers, reinsurers, and subrogees, and includes, without limitation, any Person related to any such entity who could have been named as a defendant in this Litigation.
- cc. **“Released Claims”** means all claims and other matters released in and by Section XV of this Settlement Agreement. Released Claims do not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Agreement.
- dd. **“Released Persons”** means Defendant and the Related Parties.

- ee. **“Releasing Persons”** means Plaintiff and the Settlement Class Members, and each of their heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.
- ff. **“Request for Exclusion”** means a fully completed and properly executed written request that is timely submitted to the Settlement Administrator by a Settlement Class Member under Section IX of this Agreement and is postmarked or submitted online via the Settlement Website on or before the end of the Opt-Out Period. For a Request for Exclusion to be properly completed and executed, it must: (a) identify the case name and number of the Litigation; (b) state the Settlement Class Member’s full name, address and telephone number; (c) contain the Settlement Class Member’s personal and original signature; (d) state unequivocally the Settlement Class Member’s intent to be excluded from the Settlement; and (e) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, i.e., one request is required for every Settlement Class Member seeking exclusion.
- gg. **“Settlement”** means the settlement reflected by this Settlement Agreement.
- hh. **“Settlement Administrator”** means the Court-appointed class action settlement administrator, Kroll Settlement Administration LLC, retained to carry out the Notice Program, administer the Settlement distribution process, and perform other actions as specified in this Settlement Agreement, as agreed to by the Parties, or as ordered by the Court.
- ii. **“Settlement Agreement”** means this Settlement Agreement, including all exhibits hereto.
- jj. **“Settlement Class”** means the Nationwide Settlement Class and the California Settlement Subclass, collectively. The Settlement Class specifically excludes: Defendant and Defendant’s parents, subsidiaries, affiliates, officers and directors, and any entity in which Defendant has a controlling interest; all individuals who make a timely election to be excluded from this proceeding using the correct protocol for opting out; any and all federal, state or local governments, including but not limited to their departments, agencies, divisions, bureaus, boards, sections, groups, counsels and/or subdivisions; and all judges assigned to hear any aspect of this Litigation, as well as their immediate family members.
- kk. **“Settlement Class Representative”** means Plaintiff Rocco Mediate, who filed the Complaint in the Litigation.
- ll. **“Settlement Class Members”** means all Persons who are members of the

Settlement Class.

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

III. Certification of the Settlement Class

14. For settlement purposes only and within the context of the Settlement Agreement only,

Plaintiff will request that the Court certify the Settlement Class.

15. Plaintiff will move to be appointed Settlement Class Representative for settlement purposes only and Class Counsel will move to be appointed as counsel to the Settlement Class for settlement purposes only.

16. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then Plaintiff’s request for certification of the Settlement Class will be withdrawn and deemed to be of no force or effect for any purpose in this or any other proceeding. In that event, Defendant reserves the right to assert any and all objections and defenses to certification of a class, and neither the Settlement Agreement nor any order or other action relating to the Settlement Agreement shall be offered by any Person in any litigation or other proceeding against Defendant or any Related Party as evidence in support of a motion to certify any class.

IV. Settlement Consideration

17. Defendant agrees to make available up to one million, four hundred thousand dollars (\$1,400,000) in order to: (1) compensate Settlement Class Members who submit a valid and timely claim to the Claims Administrator; and (2) pay the costs of settlement administration. In no event will Defendant’s liability to compensate Settlement Class Members and the costs of

settlement administration, collectively, exceed \$1,400,000. This amount does not include the payment of any service award to the Settlement Class Representative or the payment of attorneys' fees and costs.

18. **Equitable Relief.** Defendant has implemented and will implement significant changes to the operation of its website, software that could gather browser activity, and disclosures to its users and the consents obtained by them. Defendant agrees to calculate the past and future cost of its remedial measures and provide that cost to Class Counsel and the Court and agrees that such costs and expenses are a settlement benefit arising out of the Settlement. Any costs associated with these business practice commitments (aka equitable relief) shall be paid by Defendant separate and apart from other settlement benefits and are not subject to the \$1,400,000 cap on settlement payments.

19. In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason, the Settlement Class Representative and Class Counsel shall have no obligation to repay any of the Notice and Settlement Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement.

20. Limitation of Liability

- a. Defendant and its counsel shall not have any responsibility for or liability whatsoever with respect to 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 or otherwise. Defendant also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.
- b. The Settlement Class Representative and Class Counsel shall not have any liability whatsoever with respect to any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement or otherwise.

V. Benefits to Class Members

21. Nationwide Settlement Class Members may make a claim for a cash payment of

\$20. Class Members who resided in California when they set their screening on the internet or made their purchase from Life Line on the internet may alternatively elect to make a claim for a payment in the amount of \$50 in recognition of their release of California statutory claims. A California Subclass Member may not elect both benefits. The maximum benefit amount for a California Subclass Member is \$50.

VI. Settlement Administration

22. All agreed upon and reasonable Notice and Settlement Administration Costs will be paid by Defendant, subject to the provisions of paragraph 17.

23. The Settlement Administrator will provide written Notice by email to all Settlement Class Members for whom Defendant has provided a valid email address. In the event that Life Line does not possess email addresses for certain individual Settlement Class Members, mail notice will be sent to any individual Settlement Class Member for whom Life Line does not possess an email address.

24. The Settlement Administrator will cause the Notice Program to be effectuated in accordance with the terms of the Settlement Agreement and any orders of the Court, including the Preliminary Approval Order.

25. The Settlement Administrator will administer the Settlement processes as set forth in this Agreement and as directed by Class Counsel, subject to the Court's supervision and direction as circumstances may require.

26. To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail and must be submitted on the Settlement Website or postmarked (as the case may be) no later than the Claim Deadline.

27. The Settlement Administrator will review and evaluate each Claim Form for validity, timeliness, and completeness.

28. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty (20) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Defendant's Counsel and Class Counsel. If the defect is not cured within the 20-Day period, then the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Claim Form, including a Claim Form deemed defective but timely cured, shall be considered "Claimants."

29. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred sixty (360) Days after entry of a Final Approval Order and Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to Class Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide other reports or information that the Court or Parties may request.

30. Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment via check or electronic means at their election (a "Settlement Payment") to each Claimant for their share of the Settlement benefits.

31. Each Settlement Payment shall be mailed to the address provided by the Claimant on their Claim Form or paid electronically to the account designated by the Claimant. All Settlement Payments issued under this section shall be void if not negotiated within ninety (90)

Days of their date of issue and shall contain a legend to that effect. Settlement Payments issued pursuant to this section that are not negotiated within ninety (90) Days of their date of issue shall not be reissued.

32. For any Settlement Payments 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 Settlement Payment within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall make only one attempt to resend a Settlement Payment.

VII. Notice to Class Members

33. The Parties agree the following Notice Program provides reasonable notice to the Settlement Class.

34. Direct notice shall be provided via email to all Settlement Class Members for whom the Settlement Administrator has a valid email address.

35. Within fourteen (14) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the names and last email addresses known to Defendant for the Settlement Class Members.

36. Within thirty (30) Days following entry of the Preliminary Approval Order (“Notice Date”), the Settlement Administrator shall email the Postcard Notice and a copy of the Claim Form to all Settlement Class Members for whom a valid email address is available. In the event that Life Line does not possess email addresses for certain individual Settlement Class Members, mail notice will be sent to any individual Settlement Class Member for whom Life Line does not possess an email address if a mailing address can be located and only if an e-mail address is unavailable.

The Claim Form will also be available on the Settlement Website.

37. The initial Notice will consist of the Postcard Notice and Claim Form substantially in the form of **Exhibits A & C**. The Settlement Administrator shall have discretion to format this Postcard Notice in a reasonable manner to minimize administrative costs. Before the emailing of the Postcard Notice is commenced, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (including what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and the Court's orders. The Postcard Notice shall state that all papers filed in this action will be available for review as part of the Court's files in this matter via a website created by the Settlement Administrator.

38. No later than thirty (30) Days following entry of the Preliminary Approval Order, and prior to the emailing of the Postcard Notice to all Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Complaint, Long-Form Notice, Claim Form, this Settlement Agreement, and other relevant and already publicly available settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties. The website address and the fact that a more detailed Long-Form Notice are available through the website shall be included in the Postcard Notice. A toll-free number with interactive voice response, FAQs, and an option to speak to a live operator shall also be made available to address Settlement Class Members' inquiries. A Long Form Notice will be sent to any Settlement Class Member who calls the toll-free number and requests that a Long Form Notice be sent to them.

39. The Settlement Website shall be maintained from the Notice Date until ninety (90) Days after the Effective Date.

40. The Notice Program shall be subject to approval by the Court and subject to Paragraph 44 below.

41. The Long-Form Notice and Short-Form Notice approved by the Court may be adjusted by the Settlement Administrator, respectively, in consultation with an agreement by the Parties, as may be reasonable and necessary and not inconsistent with such approval.

42. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court an appropriate affidavit or declaration from the Settlement Administrator concerning compliance with the Court-approved Notice Program.

43. The Notice Program shall be completed within thirty (30) Days of the Preliminary Approval Order, except as otherwise specifically provided above.

44. Defendant reserves the right to withdraw and terminate the Settlement unilaterally in the event that the Court orders a substantial change to the Notice Program, including but not limited to, a requirement for there to be manual, mail notice, a post card or a tear off post-card, media notice, repeat notice, or another form of notice other than messages sent to the Settlement Class Members by the e-mails contained in Defendant's records unless Defendant does not possess email addresses for certain individual Settlement Class Members in which case mail notice should be sent to any individual Settlement Class Member for whom Defendant does not possess an email address. The Parties agree that this provision will not allow Defendant to exercise its unilateral withdrawal and termination rights in this paragraph unless and until it works in good faith with Class Counsel to address any notice changes in a way that preserves the Settlement Agreement.

VIII. Objections to the Settlement

45. Any Settlement Class Member who has not excluded themselves from the Settlement and who wishes to object to the proposed Settlement may mail a timely written notice

of his or her objection to the designated Post Office box established by the Settlement Administrator or through the Settlement Website.

46. Each Objection must: (i) include the case name and number of the Litigation; (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's personal and original signature (or electronic signature); (iv) if the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her Objection, the name, address, telephone number, and email address of the attorney; (v) contain a statement indicating the basis for the objecting Settlement Class Member's belief that he or she is a member of the Settlement Class; (vi) state whether the Objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (vii) set forth a statement of the legal and/or factual basis for the Objection; and (viii) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel.

47. In addition to the foregoing requirements, if an objecting Settlement Class Member is represented by counsel and such counsel intends to speak at the Final Approval Hearing, the written Objection must also include: (i) the identity of witnesses, if any, whom the objecting Settlement Class Member intends to call to testify at the Final Approval Hearing; (ii) a description of any documents or evidence that the objecting Settlement Class Member intends to offer at the Final Approval Hearing; and (iii) 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.

48. Objections must be sent to by email or mail to the Settlement Administrator by mail or via the Settlement Website no later than forty-five (45) Days after the Notice Date (the

“Objection Deadline”). The Objection Deadline shall be included in the Short-Form and Long-Form Notices and on the Settlement Website.

49. No later than 10 days after the expiration of the Objection Deadline, Class Counsel and/or the Settlement Administrator will file with the Court the Objections that were submitted, if any, along with a brief responding to any submitted Objections and otherwise summarizing the Class Members’ participation in the Settlement and the Settlement Administration to date.

50. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing.

51. Any Settlement Class Member who fails to timely file an Objection pursuant to the requirements set forth in this Section, and otherwise as ordered by the Court, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing, shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of Section VIII.

IX. Opt-Out Procedures

52. Each Person wishing to opt out of the Settlement Class shall individually sign and timely mail or submit online via the Settlement Website written notice of such intent (“Request for Exclusion”) to the designated Post Office box or email address established by the Settlement Administrator. The written notice must: (i) identify the case name and number of this Litigation; (ii) state the Settlement Class Member’s full name, address, and telephone number; (iii) contain the Settlement Class Member’s personal and original signature (or electronic signature); (iv) state unequivocally the Settlement Class Member’s intent to be excluded from the Settlement Class;

and (v) request exclusion only for that one Settlement Class Member whose personal and original signature appears on the request. To be effective, written notice must be postmarked or submitted online via the Settlement Website no later than the Opt-Out Date. Any Person who submits an Opt Out request under Paragraph 52 may not submit objections to the Settlement Agreement under Paragraphs 45-51.

53. All Requests for Exclusion must be submitted individually in connection with a Settlement Class Member, i.e., one request is required for every Settlement Class Member seeking exclusion. Any Requests for Exclusion purporting to seek exclusion on behalf of more than one Settlement Class Member shall be deemed invalid by the Settlement Administrator.

54. Within seven (7) Days after the Opt-Out Date, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a complete and final list of all Opt-Outs who have timely and validly excluded themselves from the Settlement Class and, upon request, copies of all Requests for Exclusion that were submitted to the Settlement Administrator. Class Counsel may present to the Court the number of Opt-Outs (if any), as well as a list of Opt-Outs that includes only first name, last initial, city, and state of each Opt-Out, no later than fourteen (14) Days before the Final Approval Hearing.

55. All Persons who submit valid and timely Requests for Exclusion, referred to herein as "Opt-Outs," shall not receive any benefits of or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not validly and timely opt out of the Settlement Class shall be bound by the terms of this Settlement Agreement and judgment entered thereon, and all subsequent proceedings, orders, and judgments applicable to the Settlement Class, including being bound by the Release.

X. Attorneys' Fees, Expenses, and Service Awards

56. Class Counsel shall request the Court to approve an Attorneys' Fees and Expenses Award not to exceed eight hundred thousand dollars (\$800,000). The Attorneys' Fees and Expenses Award approved by the Court shall be paid no later than fourteen (14) Days after the Effective Date. For the avoidance of doubt, the Attorneys' Fees and Expenses Award shall be paid by Defendant separately from the Settlement Consideration identified in paragraph 17. Defendant shall take no position regarding Class Counsel's application for the Attorneys' Fees and Expenses Award if the application complies with the provisions of this Section.

57. Class Counsel shall request the Court to approve a service award of three thousand, five hundred dollars (\$3,500.00) for the Settlement Class Representative, which award is intended to recognize Plaintiff for his efforts in the Litigation and commitment on behalf of the Settlement Class ("Service Award"). If approved by the Court, this Service Award will be paid to Class Counsel for distribution no later than fourteen (14) Days after the Effective Date. For the avoidance of doubt, the Court-approved amount for any Service Award shall be paid by Defendant separately from the Settlement Consideration identified in paragraph 17. Defendant shall take no position with regard to the request for a Service Award payment to the Settlement Class Representative if the request complies with the provisions of this Section. Class Counsel's motion for Fees and Expenses and Service Award will be filed fourteen (14) days prior to the deadline to opt-out or object to the Settlement.

58. The Parties agree that the Court's approval or denial of any request for the Service Award or Attorneys' Fees and Expenses Award are not conditions to this Settlement Agreement and are to be considered by the Court separately from the final approval, reasonableness, and adequacy of the Settlement. If the Court declines to approve, in whole or in part, any request for Service Award or for an Attorneys' Fees and Expenses Award, all remaining provisions in this

Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of the Services Award or an Attorneys' Fees and Expenses Award, or the amounts thereof, shall be grounds to terminate or cancel this Settlement Agreement.

XI. Notices

59. All notices, instructions, and applications for Court action in connection with this Agreement shall be made in writing and communicated as follows:

All notices to Class Counsel or Plaintiffs shall be sent to:

John J. Nelson
MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC
280 S. Beverly Drive
Beverly Hills, CA 90212
(858) 209-6941
jnelson@milberg.com

Jonathan M. Jagher
FREED KANNER LONDON & MILLEN LLC
923 Fayette Street
Conshohocken, PA 19428
Telephone: (610) 234-6486
jjagher@fklmlaw.com

All notices to Defendant's Counsel or Defendant shall be sent to:

Justin J. Boron
FREEMAN MATHIS & GARY, LLP
1600 Market Street
Suite 1210
Philadelphia, PA 19103-7240
T: (267) 758-6009
justin.boron@fmglaw.com

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

a result of the Notice Program.

XII. Settlement Approval Process

61. After execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and file with the Court a motion for Preliminary Approval of the Settlement, requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form, which:

- a. Preliminarily certifies the Settlement Class for settlement purposes only;
 - b. Preliminarily approves this Agreement for purposes of issuing notice;
 - c. Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
 - d. Finds: (i) 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 Texas, the Constitution of the United States, and any other applicable law; and (ii) that no further notice to the Settlement Class is required beyond that provided through the Notice Program;
 - e. Appoints Plaintiff as the Settlement Class Representative for settlement purposes only;
 - f. Appoints Class Counsel as counsel to the Settlement Class for settlement purposes only;
 - g. Appoints the Settlement Administrator and directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
 - h. Approves the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;
 - i. Approves a claims period during which class members must make their claim to benefits’
 - j. Approves the Opt-Out and Objection procedures as outlined in this Settlement Agreement;
 - k. Schedules an appropriate Opt-Out Date, Objection Deadline, and other Settlement-related dates and deadlines to be included in the Class Notice;
 - l. Schedules a Final Approval Hearing to consider whether the proposed Settlement should be finally approved by the Court;
 - m. Stays all proceedings in the Litigation other than those related to approval of the Settlement; and
 - n. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.
62. Defendant will not oppose entry of the Preliminary Approval Order so long as it is

substantially in the form attached to this Agreement as **Exhibit D** and is otherwise consistent with

this Agreement.

XIII. Final Approval Hearing

63. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred and twenty (120) Days after the entry of the Preliminary Approval Order.

64. The Parties may file a response to any Objections and a Motion for Final Approval no later than fourteen (14) Days before the Final Approval Hearing.

65. Class Counsel shall ask the Court 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 Texas, 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 this 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 and Settlement Administrator to perform the Settlement in accordance with the terms of this Settlement Agreement;
- d. Approves the Service Award and Attorneys' Fees and Expenses Award;
- e. Finds that neither the Final Approval Order and Judgment, the Settlement, nor the Settlement Agreement shall constitute an admission of liability or wrongdoing by any of the Parties;
- f. Subject to the reservation of jurisdiction for matters discussed in subparagraph (g) below, dismisses the Litigation with prejudice;
- g. Finds that Plaintiff and all Settlement Class Members shall, as of the entry of the Final Approval Order and Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Claims; and
- 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 and the Final Approval Order and Judgment; and (ii) supervising the administration and distribution of the Settlement Fund and resolving any disputes that may arise with regard to the foregoing. The Court's exclusive and continuing jurisdiction over the Litigation and Parties shall include, without

limitation, the Court's power to enforce the bar against Settlement Class Members' prosecution of Released Claims against Released Persons pursuant to the All Writs Act, 28 U.S.C. § 1651, or any other applicable law.

66. If and when the Settlement becomes Final, the Litigation shall be dismissed with prejudice, with the Parties to bear their own attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

XIV. Termination of this Settlement Agreement

67. Each Party shall have the right to terminate this Settlement Agreement if:

- a. The Court denies Preliminary Approval of this Settlement Agreement (or grants Preliminary Approval through an order that materially differs in substance to **Exhibit D** hereto), and the Parties are unable to modify the Settlement in a manner to obtain and maintain Preliminary Approval;
- b. The Court denies final approval of this Settlement Agreement;
- c. The Final Approval Order and Judgment does 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 or orders approving the Settlement on the terms set forth herein; or
- d. The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Agreement.

68. In addition to the grounds set forth above, Defendant shall have the sole option to withdraw from and terminate this Settlement in its entirety in the event that 100 or more of Settlement Class Members submit timely and valid Requests for Exclusion by the Opt-Out Date.

69. If a Party elects to terminate this Settlement Agreement under this Section XIV, that Party must provide written notice to the other Party's counsel by hand delivery, mail, or email within ten (1) Days of receiving notice of the occurrence of the condition permitting termination.

70. Nothing shall prevent Plaintiff or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

71. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, any Preliminary Approval

Order, and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective statuses in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) 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 into, or filed; and (iv) 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 any Preliminary Approval Order), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

72. If the Court does not approve the Settlement or the Effective Date does not occur for any reason, Defendant shall retain all its rights and defenses in the Litigation. 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.

XV. Release

73. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, the Releasing Persons, including Plaintiff and each Settlement Class Member, 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 costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or

liabilities of any nature whatsoever, whether 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, or are based upon or connected to, or relate in any way to the allegations in the Complaint or any other claims that were or could have been asserted in the Litigation (the “Release”). The Release shall be included as part of any Final Approval Order and Judgment so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion. The Release shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Claims. In the event any Settlement Class Member attempts to prosecute an action in contravention of a Final Approval Order and Judgment or the Settlement Agreement, counsel for any of the Parties may forward the Settlement Agreement and the Final Approval Order and Judgment to such Settlement Class Member or his representatives and advise such Settlement Class Member or his representatives of the Release provided pursuant to the Settlement Agreement. If so requested by Defendant or Defendant’s Counsel, Class Counsel shall provide this notice.

74. Subject to Court approval, as of the Effective Date, Plaintiff and all Settlement Class Members who do not timely and validly opt-out of the Settlement shall be bound by this Settlement Agreement and the Release, and all of the Released Claims shall be dismissed with prejudice and released.

75. The Released Claims include the release of Unknown Claims. “Unknown Claims” means claims relating in any way to the subject matter of the Complaint that could have been raised in the Litigation and that Plaintiff and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or suspect to exist, which, if known by them, might affect their agreement to release Defendant and

all other Released Persons, or might affect their decision to agree to, or object or not to object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that upon the Effective Date, Plaintiff (on behalf of themselves and each Settlement Class Member) expressly shall have, and by operation of the Final Approval Order and Judgment the Settlement Class Members shall have, released any and all Released Claims, including Unknown Claims. Plaintiff (on behalf of themselves and each Settlement Class Member) may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiff (on behalf of themselves and each Settlement Class Member) expressly shall have, and by operation of the Final Approval Order and Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims, including Unknown Claims.

76. For the avoidance of doubt, no claims for medical negligence involving personal injury are included in the Released Claims.

77. Upon entry of the Final Approval Order and Judgment, the Plaintiff and Settlement Class Members shall be enjoined from prosecuting the Released Claims in any proceeding in any forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

78. The Parties agree that the Released Persons will suffer irreparable harm if any Settlement Class Member asserts any Released Claims against any Released Persons, and that in that event, the Released Persons may seek an injunction as to such action without further showing of irreparable harm in this or any other forum, and the Released Parties shall be awarded their reasonable attorney's fees and costs incurred to secure the injunction and defend against the

Released Claims.

79. Without in any way limiting the scope of the Release, the Release covers any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation (except for the Attorneys' Fees and Expenses Award to be paid to Class Counsel as specifically provided in Section X), the Settlement, the administration of the Settlement and/or the Released Claims as well as any and all claims for the Service Award to Plaintiff.

80. Plaintiff acknowledges that he, Class Counsel, and Settlement Class Members may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Litigation and the Released Claims, but it is their intention to, and they do upon the Effective Date of this Settlement Agreement, fully, finally, and forever settle and release all such claims, without regard to the subsequent discovery or existence of different additional facts. Plaintiff and Settlement Class Members expressly waive any and all rights and benefits afforded by California Civil Code § 1542 (and other, similar state statutes), which provides as follows:

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

Plaintiff understands and acknowledges on behalf of himself and the Settlement Class Members the significance of this waiver of California Civil Code § 1542 (if applicable) and/or of any other

applicable federal or state law relating to limitations on releases. 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.

XVI. Effective Date

81. The “Effective Date” of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

- a. This Settlement Agreement has been fully executed by all Parties and their counsel;
- b. Orders have been entered by the Court certifying the Settlement Class, granting Preliminary Approval of this Settlement Agreement and approving the Notice Program and Claim Form, all as provided above;
- c. The Court-approved Postcard Notice has been emailed, other notice required by the Notice Program has been effectuated, and the Settlement Website has been duly created and maintained as ordered by the Court;
- d. The Court has entered a Final Approval Order and Judgment finally approving this Settlement Agreement, as provided above; and
- e. The Final Approval Order and Judgment have become Final, as defined in Paragraph 13.

XVII. Miscellaneous Provisions

82. 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.

83. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Complaint or Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in any other proceeding, including regulatory or any other government-led matters, actions, investigations or proceedings, whether or not directly or indirectly involving the allegations asserted in the Complaint and Litigation. This Settlement Agreement shall not be offered or be

admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiff's claims, or any similar claims, are suitable for class treatment.

84. In the event that there are any developments impacting the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties and their counsel agree to reasonably undertake their best efforts and mutually cooperate to effectuate this Agreement and the terms of the proposed Settlement set forth herein, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts which may become necessary by order of the Court or otherwise. The Parties further agree to reasonably cooperate in the defense of this Agreement against Objections made to the Settlement or a Final Approval Order and Judgment at the Final Approval Hearing or in any appeal of a Final Approval Order and Judgment or in any collateral attack on this Agreement or a Final Approval Order and Judgment; provided, however, that Defendant shall have sole discretion in deciding whether Defendant will make any filing in respect of any Objection, appeal, or collateral attack regarding the Settlement.

85. Defendant agrees to provide confirmatory discovery on establishing the appropriateness of the settlement terms as contemplated by any applicable Texas rules governing class actions and approval of the settlement of class actions.

86. No person shall have any claim against Plaintiff, Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, or the Released Persons, or any of the foregoing's agents or representatives based on the administration of the Settlement substantially

in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

87. This Settlement Agreement constitutes the entire agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and agreements regarding settlement 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.

88. There shall be no waiver of any term or condition in this Settlement Agreement absent an express writing to that effect by the 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.

89. Defendant shall not be liable for any additional attorneys' fees and expenses of any Settlement Class Members' counsel, including any potential objectors or counsel representing a Settlement Class Member individually, other than what is expressly provided for in this Agreement. Class Counsel agree to hold Defendant harmless from any claim regarding the division of any award of Attorneys' Fees and Expenses Award, and any claim that the term "Class Counsel" fails to include any counsel, Person, or firm who claims that they are entitled to a share of any Attorneys' Fees and Expenses Award in this Litigation.

90. 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.

91. The Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Amendments and modifications may be made without additional notice to the Settlement Class Members unless such notice is required by the Court.

92. This Settlement Agreement shall be construed under and governed by the laws of the State of Texas without regard to its choice of law provisions.

93. The Parties and each Settlement Class Member irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose.

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

95. Other than corporate disclosures that may be required by law, if any press release or other public statement is to be issued by a Party, including by their respective counsel, concerning or relating to the Settlement, the language of such press release or public statement must be approved in advance and in writing by the other Party. Otherwise, the Parties, and the Parties' counsel shall not issue any press releases or public statements or make any postings on social media about this Litigation or the Settlement.

96. 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).

97. 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.

98. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

99. 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. Scanned signatures or signatures sent by email or facsimile shall be as effective as original signatures.

100. Each Party to this Settlement Agreement and the signatories thereto warrant that they are acting upon their independent judgment and the advice of their 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.

101. Each signatory below warrants that they have authority to execute this Settlement Agreement and bind the Party on whose behalf they are executing the Settlement Agreement.

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

Dated: February 19, 2025

Joseph P. Jahnke

Joseph P. Jahnke (May 28, 2025 16:16 CDT)

Joseph P. Jahnke, President & COO
**For Life Line Screening of America,
Ltd.**

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Class Counsel

DocuSigned by:

Rocco Mediate

5069248EBFB44A8...

Rocco Mediate
Plaintiff

LLSA Toy v LLSA Settlement Agr 052725 (1)

Final Audit Report

2025-05-28

Created:	2025-05-27
By:	Greg Marsella (greg.marsella@llsa.com)
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 Document e-signed by Joseph P Jahnke (joe.jahnke@llsa.com)
Signature Date: 2025-05-28 - 9:16:09 PM GMT - Time Source: server

 Agreement completed.
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