

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“**Settlement Agreement**”), effective as of the **Effective Date** (defined below), is made and entered into by and among the **Settling Parties** (defined below), by and through their respective counsel of record: (i) Representative Plaintiffs Genevieve Tambroni, John Lattimore, as parent for minor children S.L. and V.L., Ella Williams, James Beach, Caitlin McDaniel, Claudine King, Ian Curro, and Wesley Lumpkins, individually and on behalf of the Class (collectively, “**Representative Plaintiffs**”), on the one hand and (ii) Defendants WellNow Urgent Care, P.C., ADMI Corp. d/b/a TAG – The Aspen Group, Physicians Immediate Care LLC, and Physicians Immediate Care Chicago PLLC (collectively, “**Defendants**”), on the other hand. This Settlement Agreement is subject to and dependent upon final Court approval and intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the **Civil Action** (defined below) and the **Released Claims** (defined below), subject to the terms below.

RECITALS

WHEREAS, on April 25, 2023, Defendants discovered that an unauthorized actor had gained access to files containing information pertaining to approximately 597,000 individuals for whom Defendants held personal information (the “**Data Security Incident**”). After investigating, Defendants published notice of the Data Security Incident in February 2024. The next month, Representative Plaintiffs began filing putative class action lawsuits against Defendants. Representative Plaintiffs filed their cases in both the United States District Court for the Northern District of Illinois and in the Circuit Court of Cook County, Illinois. The actions filed in federal court were consolidated under Civil Action No. 1:24-cv-01595 (N.D. Ill.) (the “**Federal Action**”), while the action filed in Cook County was filed under No. 2024CH01836 (Cook County, Ill.) (the “**Cook County Action**”). Defendants moved to dismiss the Federal Action and the Cook County Action.

WHEREAS, Representative Plaintiffs voluntarily dismissed the Federal Action and the Cook County Action without prejudice and subsequently filed a complaint in the Circuit Court of Sangamon County, Illinois, under No. 2025LA000013 (the “**Civil Action**”).

WHEREAS, in the Civil Action, Representative Plaintiffs assert claims including negligence, breach of implied contract, breach of the implied covenant of good faith and fair dealing and unjust enrichment.

WHEREAS, Defendants deny each and all of the claims and contentions that have been or could have been alleged against them in the Civil Action and all charges of wrongdoing or liability of any kind.

WHEREAS, the Settling Parties have concluded that further litigation would be protracted and expensive, have considered the uncertainty and risks inherent in litigation, and have determined that it is desirable to effectuate a full and final settlement of the claims asserted in the Civil Action on the terms set forth below to avoid the associated burdens, risks, and costs.

WHEREAS, on November 19, 2024, the Settling Parties participated in a full-day virtual mediation before Hon. Wayne Anderson (Ret.) of JAMS. Although the Settling Parties were unable

to come to an agreement that day, they diligently continued their settlement negotiations and ultimately reached a settlement in principle through these discussions, as set forth in this Settlement Agreement and attached exhibits.

WHEREAS, Defendants deny any and all allegations of wrongdoing whatsoever and thus this Settlement Agreement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendants with respect to any claim of fault, liability, wrongdoing, or damage whatsoever, any infirmity in the defenses or arguments that Defendants have or would assert, or the requirements for class certification under Federal Rule of Civil Procedure 23, 735 ILCS 5/2-801, or any other applicable rule (state or federal), and whether Representative Plaintiffs could satisfy those requirements.

WHEREAS, based on their substantial investigation and experience in data breach cases, **Class Counsel** (defined below) have concluded that the terms of this Settlement Agreement are fair, reasonable, and adequate to **Settlement Class Members** (defined below) and are in their best interests, and have agreed to settle the claims that were asserted or could have been asserted in the Civil Action arising out of or relating to the Data Security Incident pursuant to the terms of this Agreement after considering (a) the substantial benefits that Settlement Class Members will receive from the Settlement, (b) the uncertain outcome and attendant risks of litigation, (c) the delays inherent in litigation, and (d) the desirability of permitting the settlement of this litigation to be consummated as provided herein.

WHEREAS, this Settlement Agreement provides for the resolution of all claims and causes of action that have been or could have been asserted against Defendants relating to the Data Security Incident, by and on behalf of Representative Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other individual originating, or that may originate, in jurisdictions in the United States of America against Defendants and/or the **Released Defendant Parties** (defined below) relating to the Data Security Incident.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Representative Plaintiffs, individually and on behalf of the Settlement Class, Class Counsel, and Defendants that, subject to the Court's final approval, when **Judgment** (defined below) becomes **Final** (defined below), the **Released Claims** (defined below) shall be finally and fully compromised, settled, and released and the Civil Action shall be dismissed with prejudice as to the Settling Parties, the Settlement Class, and the Settlement Class Members, except those Settlement Class Members who lawfully opt out of the Settlement Agreement, upon and subject to the terms of this Settlement Agreement.

I. Definitions

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

1.1. **"Civil Action"** means the civil action filed as *Genevieve Tambroni, John Lattimore, as parent for minor children S.L. and V.L., Ella Williams, James Beach, Caitlin McDaniel, Claudine King, Wesley Lumpkins, and Ian Curro, individually and on behalf of all others similarly situated v. WellNow Urgent Care, P.C., Immediate Care, L.L.C and Physicians Immediate Care*

Chicago P.C., Aspen Dental Management, Inc., and ADMI Corp. d/b/a TAG The Aspen Group, in the Circuit Court for Sangamon County, Illinois, Case No. 2025LA000013.

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

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

1.4. “**Claimant**” means a Person who submits a Claim.

1.5. “**Claims Deadline**” means the postmark and/or online submission deadline for Valid Claims submitted pursuant to ¶ 1.3.

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

1.7. “**Non-SSN Settlement Benefits**” means the settlement benefits available to the Non-SSN Class Members, as set forth in ¶ 1.1. Non-SSN Settlement Benefits will be paid by Defendants in an amount not to exceed \$3,300,000.00, inclusive of all Valid Claims for Non-SSN Settlement Benefits. Separate and apart from paying up to \$3,300,000.00 for Valid Claims for Non-SSN Settlement Benefits, Defendants will further pay (i) 90% of the **Notice and Settlement Administration Costs** (defined below) and (ii) 90% of the attorneys’ fees, costs, and service awards, as approved by the Court.

1.8. “**Non-SSN Class Members**” means the approximately 541,870 individuals within the United States of America whom Defendants have identified as having Non-Social Security number personal information exposed to unauthorized third parties as a result of the Data Security Incident and are eligible to submit a Claim for Non-SSN Settlement Benefits.

1.9. “**SSN Settlement Fund**” means the non-reversionary common fund to be funded by Defendants in the amount of \$1,100,000.00, which will be used to pay (i) all Valid Claims for SSN Settlement Fund Benefits pursuant to ¶ 1.2; (ii) 10% of the Notice and Settlement Administration Costs; and (iii) 10% of the attorneys’ fees, costs, and service awards, as approved by the Court.

1.10. “**SSN Class Members**” means the approximately 55,131 Settlement Class Members whose personal information, including Social Security numbers, was impacted in the Data Security Incident. SSN Class Members are eligible to submit a Claim for SSN Settlement Benefits from the SSN Settlement Fund.

1.11. “**Class Counsel**” means David Almeida and Britany Kabakov of Almeida Law; Laura Van Note of Cole & Van Note; Brandon Wise of Peiffer Wolfe Carr Kane Conway & Wise; and Andrew Heldut and Evan Meyers of McGuire Law.

1.12. “**Defendants’ Counsel**” means Jena Valdetero and Christopher Dodrill of Greenberg Traurig, LLP.

1.13. “**Court**” means the judge of the Circuit Court of Sangamon County, Illinois, who presides over the Civil Action.

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

1.15. “**Effective Date**” means the date the settlement is Final.

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

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

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

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

1.20. “**Non-Profit Residual Recipient**” means the 501(c)(3) entity jointly agreed upon by the Settling Parties and approved by the Court, if necessary.

1.21. “**Notice and Settlement Administration Cost**” means all costs incurred or charged by the Settlement Administrator in connection with providing Notice to Settlement Class Members and costs of administering the SSN Settlement Fund and Non-SSN Settlement Benefits.

1.22. “**Objection Date**” means 60 days after the Notice Date and the date by which Settlement Class Members must mail to Class Counsel and Defendants’ Counsel or, in the alternative, file with the Court, their objection to the Settlement Agreement for that objection to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

1.23. “**Opt-Out Date**” means the date by which the Settlement Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes.

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

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

1.26. **“Released Claims”** means any and all past, present, and future claims and causes of action including, but not limited to, any and all causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, and/or regulation of any country, state, province, county, city, or municipality, as well as any common law cause of action recognized in any jurisdiction in the United States including, but not limited to, negligence; negligence per se; breach of contract; breach of implied contract; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any member of the Settlement Class against any of the Released Parties based on, relating to, concerning or arising out of the Data Security Incident and alleged theft of other personal information or the allegations, transactions, occurrences, facts, or circumstances alleged in or otherwise described in the Civil Action. Released Claims do not include the right of any Settlement Class Member or any of the Released Parties to enforce the terms of this Settlement Agreement and shall not include the claims of the Settlement Class Members who have timely excluded themselves from the Settlement Class.

1.27. **“Defendant Related Entities”** means any of Defendants’ past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, directors, officers, principals, agents, attorneys, insurers and reinsurers, and includes, without limitation, any Person related to any such entity who is, was or could have been named as a defendant in any of the actions in the Civil Action.

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

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

1.30. **“Settlement Administrator”** means, subject to Court approval, Kroll Settlement Administration, LLC, the entity selected jointly by the Settling Parties as the settlement administrator and notice provider.

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

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

1.33. “**Settlement Website**” means a website established by the Settlement Administrator, the URL for which to be mutually selected by the Settling Parties, that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Settlement Class Members with the ability to submit a Claim online.

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

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

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

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

Representative Plaintiffs may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the Data Security Incident underlying the Released Claims, but Representative Plaintiffs expressly shall have, upon the

Effective Date, fully, finally and forever settled and released any and all Released Claims on behalf of the Settlement Class. The Settling Parties Acknowledge that the foregoing waiver is a material element of the Settlement Agreement of which this release is a part.

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

II. Settlement Structure

1.1. Non-SSN Settlement Benefits

1.1.1. Non-SSN Settlement Class Members shall have the opportunity to submit a Claim for Non-SSN Settlement Benefits on or before the Claims Deadline. The benefits available to Non-SSN Settlement Class Members, as described below, are (a) Lost-Time Claims; and (b) actual and documented Extraordinary Out-of-Pocket Expense Claims.

- a) Lost-Time Claims: Non-SSN Settlement Class Members may submit a Claim for up to two (2) hours of time spent related to the Data Security Incident at \$25 per hour if the Settlement Class member (i) attests that any claimed lost time was spent related to and arising out of the Data Security Incident and (ii) provides a brief general description of how the claimed lost time was spent. No documentation need be submitted to be eligible to receive the benefit of Lost-Time Claims.
- b) Extraordinary Out-of-Pocket Expense Claims: Non-SSN Settlement Class Members may submit a Claim for reimbursement of actual and documented out-of-pocket losses reasonably and fairly traceable to the Data Security Incident. Extraordinary Out-of-Pocket-Expense Claims include unreimbursed losses relating to fraud or identity theft; professional fees including attorneys’ fees, accountants’ fees, and fees for credit report services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs incurred on or after April 25, 2023, that the Claimant attests under penalty of perjury were directly caused by the Data Security Incident, through the date of claim submission; and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges. Claims-Made Settlement Class Members with Extraordinary Out-of-Pocket-Expense Claims must submit both documentation and attestation supporting their claims. Documentation may include receipts or other documentation. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. Extraordinary Out-of-Pocket Expense Claims must include an attestation by the Claimant that the monetary losses are fairly traceable to the Data Security Incident and were not incurred due to some other event or reason.

1.1.2. Non-SSN Settlement Class Members’ claims for Extraordinary Out-of-Pocket Losses are subject to an individual cap of \$7,500 per Claimant.

1.1.3. In no event shall the total costs of Non-SSN Settlement Benefits exceed \$3,300,000, exclusive of Notice and Settlement Administration Costs and attorneys' fees, costs, and service awards approved by the Court.

1.2. SSN Settlement Fund Benefits

1.2.1. SSN Settlement Class Members shall have the opportunity to submit a Claim for SSN Settlement Fund Benefits on or before the Claims Deadline. The SSN Settlement Fund Benefits are (a) Pro Rata Cash Payments; (b) Lost-Time Claims, and (c) Extraordinary Out of Pocket Expense Claims, as outlined below. These benefits shall be paid entirely from the \$1,100,000 SSN Settlement Fund after the deduction of (a) 10% of Notice and Settlement Administration Costs and (b) 10% of attorneys' fees, costs, and service awards approved by the Court.

- a) Pro Rata Cash Payment: As an alternative to claiming Reimbursement for Documented Extraordinary Out-of-Pocket Losses, SSN Settlement Class Members may claim an alternative cash payment in a pro rata amount of the SSN Class Settlement Fund after reimbursement for documented extraordinary out-of-pocket expenses as well as payment of 10% of all court-approved Notice and Settlement Administration Costs, service awards, attorneys' fees, costs, and litigation expenses. SSN Settlement Class Members claiming Extraordinary Out-of-Pocket Expenses are not eligible to also claim a Pro Rata Cash Payment.
- b) Lost-Time Claims: SSN Settlement Class Members may submit a Claim for up to three (3) hours of time spent remedying issues related to the Data Security Incident at \$25 per hour if the Settlement Class Member (i) attests that any claimed lost time was spent related to and arising out of the Data Security Incident and (ii) provides a brief general description of how the claimed lost time was spent. No documentation need be submitted to be eligible to receive the benefit of Lost-Time Claims.
- c) Extraordinary Out-of-Pocket Expense Claims: SSN Settlement Class Members may submit a Claim for up to \$7,500 per individual for actual and documented Extraordinary Out-of-Pocket Losses reasonably and fairly traceable to the Data Security Incident. Extraordinary Out-of-Pocket-Expense Claims will include, without limitation, unreimbursed losses relating to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs incurred on or after April 25, 2023, that the Claimant attests under penalty of perjury were caused or otherwise incurred as a result of the Data Security Incident, through the date of claim submission; and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used), fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges. Common-Fund Settlement Class Members with Extraordinary Out-of-Pocket-Expense Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation. "Self-prepared" documents such as

handwritten receipts are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. Extraordinary Out-of-Pocket Expense Claims must include an attestation by the Claimant that the monetary losses are fairly traceable to the Data Security Incident and were not incurred due to some other event or reason.

1.2.2. SSN Settlement Class Members may stack either Extraordinary Out-of-Pocket Losses and Lost Time benefits or Pro Rata Cash Payment and Lost Time benefits as available to them under the settlement.

1.2.3. SSN Settlement Class Members' claims for Extraordinary Out-of-Pocket Losses are subject to an individual cap of \$7,500 per Claimant.

1.3. Claims Deadline: Settlement Class Members seeking reimbursement must complete and submit a Claim Form to the Settlement Administrator, postmarked or submitted online on or before the 60th day after the Notice Date. The notice to the Settlement Class will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her Claim is true and correct, to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required.

1.4. Dispute Resolution

1.4.1. The Settlement Administrator, in its sole discretion to be reasonably exercised, will determine whether: (a) the Claimant is a Settlement Class Member; (b) the Claimant has provided all information needed to complete the Claim Form, including any documentation that may be necessary to reasonably support the Extraordinary Out-of-Pocket Expenses Claims described above; and (c) the information submitted could lead a reasonable person to conclude that more likely than not the Claimant has suffered the claimed losses as a result of the Data Security Incident (collectively, "**Facially Valid**"). The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent documentation for Extraordinary Out-of-Pocket Expenses reflect valid Extraordinary Out-of-Pocket Expenses actually incurred that are fairly traceable to the Data Security Incident but may consult with Class Counsel and Defendants' Counsel in making individual determinations. Extraordinary Out-of-Pocket Expenses will be presumed "fairly traceable" if: (a) the timing of the losses occurred on or after April 25, 2023; and (b) the personal information used to commit identity theft or fraud was the same personal information that was provided to Defendants prior to the Data Security Incident. The Settlement Administrator is authorized to contact any Claimant to seek clarification regarding a submitted Claim before determining its validity. Extraordinary Out-of-Pocket Expenses are not eligible for reimbursement if a Settlement Class Member has already been reimbursed for the same expense by any other source, including any compensation provided in connection with the credit monitoring product previously offered by Defendants.

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

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

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

1.4.4. If a Claimant disputes in writing a determination and requests an appeal, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel a copy of the Claimant's dispute and Claim Form along with all documentation or other information submitted by the Claimant. Class Counsel and Defendants' Counsel shall confer regarding the claim submission, and their agreement on approval or denial of the Claimant's Claim, in whole or in part, will be final.

2. Notice and Settlement Administration Expenses

2.1. All Notice and Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid by Defendants directly to the Settlement Administrator. Such costs shall be allocated so that 10% will come from the SSN Settlement Fund and 90% will come from Defendants.

3. Opt-Out Procedures

3.1. Any Settlement Class Member wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated address established by the Settlement Administrator. The written notice must clearly manifest the Settlement Class Member's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than 60 days after the Notice Date.

3.2. All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶ 3.1 ("**Opt-Outs**") shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 3.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

3.3. In the event that within 10 days after the Opt-Out Date as approved by the Court, there have been more than 250 timely and valid Opt-Outs submitted, Defendants may, by notifying Settlement Class Counsel and the Court in writing within 30 days after the Opt-Out Date, void this Settlement Agreement. If Defendants void the Settlement Agreement pursuant to this paragraph, Defendants shall be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of Class Counsel.

4. Objection Procedure

4.1. Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (a) the objector's full name and address; (b) the case name and docket number: *Tambroni, et al. v. WellNow Urgent Care, P.C., et al.*, Case No. 2025LA000013 (c) a written statement of all grounds for the objection, including whether the objection applies only to the objector, to a subset of the Settlement Class, or to the entire Settlement Class, accompanied by any legal support for the objection the objector believes applicable; (d) the identity of any and all counsel representing the objector in connection with the objection; (e) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (f) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than 60 days from the Notice Date to Defendants' Counsel and Class Counsel at the following addresses:

To Defendants' Counsel: Jena Valdetero and Christopher Dodrill, Greenberg Traurig, LLP, 77 West Wacker Dr Suite 3100, Chicago, Illinois, 60601

To Class Counsel: David Almeida and Britany Kabakov of Almeida Law, 849 W. Webster Avenue Chicago, Illinois 60614, Laura Van Note of Cole & Van Note, 555 12th Street, Suite 2100, Oakland, CA 94607, Brandon Wise of Peiffer Wolfe Carr Kane Conway & Wise, 235 Peachtree Street NE, Suite 400, Atlanta, GA 30303, and Andrew Heldut of McGuire Law, 55 W. Wacker Drive, 9th Fl. Chicago, IL 6060.

The objector or his or her counsel may also file an Objection with the Court through the Court's Odyssey system, with service on Class Counsel and Defendants' counsel, to be made through the Odyssey system. For all objections mailed to Class Counsel and Defendants' Counsel, Class Counsel will file them with the Court as an exhibit to Representative Plaintiffs' motion for final approval.

4.2. Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 4.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 4.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the applicable procedural rules and not through a collateral attack.

5. Settlement Class Certification

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

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

6. Releases

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

6.2. Upon the Effective Date, Defendants shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Representative Plaintiffs, each and all of the Settlement Class Members, Class Counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Civil Action, except for enforcement of the Settlement Agreement. Any other claims or defenses Defendants may have against such Persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such Persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Civil Action are specifically preserved and shall not be affected by the preceding sentence.

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

7. Attorneys' Fees, Costs, Expenses, and Service Awards

7.1. The Settling Parties did not discuss payment of attorneys' fees, costs, expenses and/or service awards, as provided for in 7.2 and 7.3, until after they had agreed on the substantive terms of the Settlement.

7.2. Class Counsel may petition the Court for an award of attorneys' fees, inclusive of any costs and expenses of the Civil Action, in an amount not to exceed \$1,452,000, which equals 33% of the sum of the SSN Settlement Fund and the cap on Non-SSN Settlement Benefits. Class Counsel, in their sole discretion, shall allocate and distribute attorneys' fees, costs, and expenses awarded by the Court among them.

7.3. Subject to Court approval, Defendants have agreed to not object to a request for a service award in the amount of \$2,000 to each Representative Plaintiff, for a total of \$16,000.

7.4. The payment of attorneys' fees, costs, expenses, and service awards shall be proportionately allocated between the SSN Settlement Fund (10%) and Defendants (90%).

7.5. If awarded by the Court, attorneys' fees and service awards shall be paid to Class Counsel within 30 days of the Effective Date and provision of an appropriate Form W-9.

7.6. Any award of attorneys' fees, costs, expenses, and service award is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. These payments will not in any way reduce the consideration being made available to the Settlement Class. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount of any attorneys' fees, costs, expenses, and/or service awards shall affect whether the Judgment is Final or constitute grounds for cancellation or termination of this Settlement Agreement.

8. Preliminary Approval and Notice of Final Fairness Hearing

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

- a) certification of the Settlement Class for settlement purposes only pursuant to ¶ 5;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Class Counsel as Settlement Class Counsel;
- d) appointment of Representative Plaintiffs as Class Representatives;
- e) approval of the Short Form Notices to be mailed to Settlement Class Members in a form substantially similar to the one attached as Exhibits B-1 and B-2;
- f) approval of the Long Form Notice to be posted on the Settlement Website in a form substantially similar to the one attached as Exhibit C, which, together with the Short Form Notices, shall include a fair summary of the Parties' respective litigation positions, statements that the settlement and Notice are legitimate and that the Settlement Class Members are entitled to benefits under the settlement, the general terms of the settlement, instructions for how to object to or opt-out, instructions for the process and instructions for making Claims, and the date, time and place of the Final Fairness Hearing;
- g) approval of the Claim Forms to be used by Settlement Class Members to make a claim in a form substantially similar to the one attached as Exhibits A-1 and A-2; and,
- h) appointment of the Settlement Administrator.

8.2. The Short Form Notices, Long Form Notice, and Claim Forms have been reviewed and approved by the Settlement Administrator but may be revised as agreed upon by the Settling Parties before submission to the Court for approval. Immaterial revisions to these documents may also be made prior to dissemination of Notice.

9. Class Notice and Settlement Administration

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

- a) No later than 14 days after entry of the Preliminary Approval Order, Defendants shall (i) provide the Settlement Administrator with the name and last known physical address of each Settlement Class Member (“**Class Member Information**”) and (ii) deposit sufficient funds with the Settlement Administrator to begin the dissemination of Notice to the Settlement Class.
- b) The Class Member Information and its contents shall be used by the Settlement Administrator solely for the purpose of performing its obligations pursuant to this Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement or provide all data and information in its possession to the Settling Parties upon request, the Settlement Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information.
- c) Prior to the dissemination of the Notice, the Settlement Administrator shall establish the Settlement Website that will inform Settlement Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Short Form Notices; (ii) the Long Form Notice; (iii) the Claim Forms; (iv) the Preliminary Approval Order; (v) this Settlement Agreement; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The Settlement Website shall provide Settlement Class Members with the ability to complete and submit the Claim Form electronically. The Settlement Website shall remain active for at least 180 days after the Effective Date.
- d) Within 45 days after the entry of the Preliminary Approval Order, and subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class via U.S. mail (“**Notice Date**”).
- e) Before any mailing under this paragraph occurs, the Settlement Administrator shall run the postal addresses of Settlement Class Members through the United States Postal Service (“**USPS**”) National Change of Address database to update any change of address on file with the USPS; e) In the event that a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is invalid, and the envelope contains a forwarding address, the Settlement

Administrator shall re-send the Short Form Notice to the forwarding address within a reasonable period of time after receiving the returned Short Form Notice;

- f) In the event that subsequent to the first mailing of a Short Form Notice, and at least 14 days prior to the Opt-Out Date and Objection Date, a Short Form Notice is returned to the Settlement Administrator by the USPS because the address of the recipient is invalid, i.e., the envelope is marked "Return to Sender" and does not contain a new forwarding address, the Settlement Administrator shall perform a standard skip trace, in the manner that the Settlement Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Settlement Class Member in question and, if such an address is ascertained, the Settlement Administrator will re-send the Short Form Notice within seven days of receiving such information. This shall be the final requirement for mailing;
- g) Publishing, on or before the Notice Date, the Claim Forms, Long Form Notice and this Settlement Agreement on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period;
- h) A toll-free help line with an IVR system and a live call-back option shall be made available to provide Settlement Class Members with additional information about the settlement. The Settlement Administrator also will provide copies of the Long Form Notice and paper Claim Form, as well as this Settlement Agreement, upon request; and
- i) Contemporaneously with seeking Final Approval of the Settlement, Class Counsel and Defendants shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with these provisions regarding notice.

9.2. The Settlement Administrator shall administer and calculate the Claims submitted by Settlement Class Members. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel reports as to both Claims and distribution. Class Counsel and Defendants' Counsel have the right to review and obtain supporting documentation and challenge such reports if they believe them to be inaccurate or inadequate. The Settlement Administrator's determination of whether a Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth in ¶ 1.4. All Claims agreed to be paid in full by Defendants shall be deemed valid.

9.3. Payment of Valid Claims, whether via mailed check or electronic distribution, shall be made within 45 days of the Effective Date.

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

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

9.6. Within 30 days of the Final Approval Order, Defendants shall (a) deposit the sum of \$1,100,000 into an account established and administered by the Settlement Administrator (the "**SSN Settlement Fund**") and (b) transmit to the Settlement Administrator such amounts as necessary to pay (i) the Non-SSN Settlement Benefits and (ii) any remaining amounts necessary for settlement administration. As of the Effective Date, all rights of Defendants in or to the SSN Settlement Fund shall be extinguished, except in the event this Settlement Agreement is terminated, as described in Paragraph 10.2.

9.7. The Parties agree that the SSN Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator shall invest the SSN Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government. Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Settlement Administrator. All risks related to the investment of the SSN Settlement Fund shall be borne solely by the Common Fund and its Escrow Agent. Further, the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Common Fund and paying from the Common Fund any taxes and tax-related expenses owed with respect to the Common Fund. The Parties agree that the SSN Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the SSN Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the SSN Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Settling Parties.

9.8. The SSN Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the entirety of the SSN Settlement Fund is distributed pursuant to this Settlement Agreement or the balance returned to those who paid the Common Fund in the event this Settlement Agreement is terminated in accordance with Paragraph 10.2.

9.9. As further described in this Agreement, the SSN Settlement Fund shall be used by the Settlement Administrator to pay for the following: (a) taxes and tax-related expenses, (b) 10% of attorneys' fees, costs, and service awards; (c) 10% of settlement administration; (d) Valid Claim(s) by SSN Settlement Fund Class Members for Extraordinary Out-of-Pocket Losses; (e) Valid Claim(s) by SSN Settlement Fund Settlement Class Members for Lost Time; and (f) Valid Claims by SSN Settlement Fund Settlement Class Members for Pro Rata Cash Payment. No amounts may be withdrawn from the SSN Settlement Fund unless expressly authorized by this Agreement or approved by the Court.

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

9.11. The Parties will jointly propose a potentially suitable Non-Profit Residual Recipient if necessary for uncashed check funds from the SSN Settlement Fund only. Amounts represented in uncashed checks sent to Non-SSN Class Members shall be returned to Defendants, with the checks destroyed.

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

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

- a) the Court has entered the Preliminary Approval Order and Publishing of Notice of a Final Fairness Hearing, as required by ¶ 8.1;
- b) Defendants have not exercised their option to terminate the Settlement Agreement pursuant to ¶ 3.3;
- c) the Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- d) the Judgment has become Final, as defined in ¶ 1.16.

10.2. If all conditions specified in ¶ 10.1 hereof are not satisfied, the Settlement Agreement shall be canceled and terminated subject to ¶ 10.4 unless Class Counsel and Defendants' Counsel mutually agree in writing to proceed with the Settlement Agreement.

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

10.4. In the event that the Settlement Agreement or the releases set forth in ¶ 6 are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Civil Action and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect

with respect to the Settling Parties and shall not be used in the Civil Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendants shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class above and shall not, at any time, seek recovery of same from any other party to the Civil Action or from counsel to any other party to the Civil Action.

11. Miscellaneous

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

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

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

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

11.5. This Settlement Agreement contains the entire understanding between Defendants and Plaintiffs regarding the payment of the Civil Action settlement and supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendants and Representative Plaintiffs in connection with the payment of the Civil Action settlement. Except as otherwise provided herein, each party shall bear its own costs.

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

11.7. Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so. Execution by electronic means is acceptable.

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

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

11.10. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

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

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

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

11.14. All agreements between the Settling Parties relating to the confidentiality of information shall survive this Settlement Agreement.

[Remainder of page intentionally left blank – signature page to follow]

Dated: February, 2025

/s/ 

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Counsel for Representative Plaintiffs

EXHIBIT D

PROPOSED SETTLEMENT TIMELINE

Defendant provides Class List to Settlement Administrator [¶ 9.1(a)]	+14 days after preliminary approval
Defendant will make initial payment to Settlement Administrator [¶ 9.1(a)]	+14 days after preliminary approval
Notice Date [¶ 9.1(d)]	+45 days after preliminary approval
Objection Date [¶ 4.1]	+60 days after Notice Date
Opt-Out Deadline [¶ 3.1]	+60 days after Notice Date
Settlement Administrator Provides a List of Objections/Exclusions to the Parties' Counsel [¶ 10.3]	+7 days after Opt-Out and Objection Deadline
Claims Deadline [¶ 1.3]	+60 days after Notice Date
Final Fairness Hearing [TBD]	_____, 2025
Effective Date [¶ 10.1]	+30 days after final approval
Defendant will complete deposit into SSN Settlement Fund and to Settlement Administrator for Non-SSN Claims [¶ 9.6]	+15 days after Effective Date
Payment of Claims [¶ 9.3]	+45 days after Effective Date
Payment of Attorneys' Fees, Expenses, and Service Awards [¶ 7.5]	+30 days after Effective Date
Settlement Website Deactivation [¶ 9.1(c)]	+180 days after Effective Date

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