

**IN THE 28TH JUDICIAL DISTRICT
DISTRICT COURT OF SALINE COUNTY, KANSAS
CIVIL DEPARTMENT**

SHAWN STEINLE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

WPM PATHOLOGY LABORATORY,
and SALINA REGIONAL
HEALTH CENTER, INC.,

Defendants.

Case No. SA-2025-CV-000218

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Plaintiff,¹ individually and on behalf of the Settlement Class, on the one hand, and WPM Pathology Laboratory and Salina Regional Health Center, Inc. (together the “Defendants”) on the other, (together the “Parties”). The Parties hereby agree to the following terms in full settlement of the Action, subject to a Final Approval Order entered by the Court.

I. Background

1. This action arose out of a data security incident that occurred on or around November 4, 2024, on Defendant WPM Pathology’s information systems in which cybercriminals allegedly gained access to Plaintiff and the proposed Class Members’ personally identifiable information (“PII”) and protected health information (“PHI”) (collectively “Private Information”) (“Data Breach”) without authorization, including dates of birth, Social Security numbers, diagnosis information, medical record numbers, and health insurance claims information.

¹ All capitalized terms herein shall have the same meanings as those defined in Section II herein.

2. Alleging a failure by Defendants to implement reasonable cybersecurity safeguards led to the Data Breach, Plaintiff brought this lawsuit and asserted claims for negligence, negligence per se, breach of implied contract, unjust enrichment, and invasion of privacy.

3. Given the risk, expense, and delay of continued litigation, the Parties agreed to conduct formal settlement negotiations to explore the possibility of resolving this Action in its entirety.

4. While the Parties opted not to engage in mediation, negotiations were conducted at arm's length by experienced counsel.

5. The Parties now agree to settle the Action entirely, without any admission by Defendants of liability or wrongdoing, with respect to all Released Claims of the Releasing Parties. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the allegations made in the Complaint and the Data Breach as it relates to Defendants, and to avoid the litigation costs and expenses, distractions, burden, expense, and disruption to its business operations associated with further litigation. Defendants do not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability, and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement. Plaintiff enters into this Agreement to recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Plaintiff does not in any way concede that the claims alleged in the Complaint lack merit or are subject to any

defenses. The Parties intend for this Agreement to bind Plaintiff, Defendants, and all Settlement Class Members.

6. Plaintiff, Plaintiff's counsel, Defendants, and Defendants' counsel all believe strongly in the merits of their respective positions but have nonetheless agreed to settle this matter because of the complexity, expense, and risk of continued litigation and because they believe the proposed Settlement is in the best interests of their respective clients.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree, subject to approval by the Court, as follows.

II. Definitions

7. **"Action"** means the above-captioned action filed in the District Court for Saline County, Kansas.

8. **"Application for Attorneys' Fees, Costs, and Service Awards"** means the application seeking Class Counsel's attorneys' fees and reimbursement for costs and Service Award for the Class Representative.

9. **"Claimant"** means a Settlement Class Member who submits a Claim Form.

10. **"Claim Form"** means the proof of claim, substantially in the form attached hereto as **Exhibit 3** which may be modified as necessary subject to the Parties' approval.

11. **"Claim Process"** means the process by which Claimants or Settlement Class Members submit Claims to the Settlement Administrator for the election of Settlement Class Member Benefits.

12. **"Claim Form Deadline"** or **"Claims Deadline"** mean the date that is sixty (60) days from the date the Notice Completion Date, and the last day by which a Claim Form may be

submitted to the Settlement Administrator for a Settlement Class Member to be eligible for a Settlement Class Member Benefit.

13. “**Class Counsel**” means Grayson Wells of Stranch, Jennings & Garvey, PLLC and Richard Fisk of Beam-Ward, Kruse, Wilson & Fletes, LLC.

14. “**Class List**” means the list of Settlement Class Members prepared by WPM Pathology using information in WPM Pathology’s records and provided to the Settlement Administrator by WPM Pathology for Notice. The Class List shall include the Settlement Class Members’ names, email addresses (if known), and postal addresses as reflected in WPM Pathology’s business records. WPM Pathology shall use reasonable efforts to ensure that the addresses in the Class List are the most up to date known to WPM Pathology, including by conferring with its counsel who were involved in the data breach response to ensure the addresses represent the final known addresses after any advances searches were performed when mailing data breach notification letters.

15. “**Class Representative**” means Plaintiff Shawn Steinle, subject to Court appointment.

16. “**Court**” means the District Court of Saline County, Kansas.

17. “**Credit Monitoring**” means two (2) years of one-bureau credit monitoring services through CyEx Identity Defense Complete. Settlement Class Members may elect this benefit regardless of whether they signed up for any offering sent as part of a data breach notification letter.

18. “**Data Breach**” means the unauthorized access to Defendant WPM Pathology’s information systems that it discovered in or about November 2024.

19. “**Defendant Salina**” or “**Salina**” means Salina Regional Health Center Inc.

20. **“Defendant WPM Pathology”** or **“WPM Pathology”** means WPM Pathology Laboratory.

21. **“Defendants”** means Salina and WPM Pathology.

22. **“Defendants’ Counsel”** means counsel for the Defendants.

23. **“Defendant Salina’s Counsel”** means Justin Holmes of Gordon Rees Scully Mansukhani, LLP.

24. **“Defendant WPM Pathology’s Counsel”** means Timothy Lowe of McDonald Hopkins PLC.

25. **“Effective Date”** means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

26. **“Final Approval”** means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

27. **“Final Approval Hearing”** means the hearing held before the Court wherein the Court will consider granting Final Approval of the Settlement and the Application for Attorney’s Fees, Costs, and Service Awards.

28. **“Final Approval Order”** means the final order the Court enters granting Final Approval of the Settlement. The proposed Final Approval Order shall be in a form agreed upon by the Parties and shall be substantially in the form attached as an exhibit to the Motion for Final

Approval. “Final Approval Order” also includes the orders, which may be entered separately, determining the amount of attorneys’ fees and costs awarded to Class Counsel and/or Service Awards to the Class Representative.

29. “**Long Form Notice**” means the long form notice of the Settlement, substantially in the form attached hereto as **Exhibit 2**, that shall be posted on the Settlement Website and shall be available to Settlement Class Members by mail on request made to the Settlement Administrator.

30. “**Motion for Final Approval**” means the motion that Plaintiff and Class Counsel shall file with the Court seeking Final Approval of the Settlement.

31. “**Motion for Preliminary Approval**” means the motion that Plaintiff shall file with the court seeking Preliminary Approval of the Settlement.

32. “**Notice**” means the Postcard Notice and Long Form Notice that Plaintiff will ask the Court to approve in connection with the Motion for Preliminary Approval.

33. “**Notice Commencement Date**” means the date by which the Settlement Administrator shall commence the Notice Program, and which shall be no later than thirty (30) days following entry of the Preliminary Approval Order. The Notice Commencement Date shall be used for the purpose of calculating the Claims Deadline, the Opt-Out Deadline, the Objection Deadline, and all other deadlines that flow from the Notice Commencement Date.

34. “**Notice Completion Date**” means the date by which the Settlement Administrator shall complete the Notice Program, which shall be no later than forty-five (45) days following entry of the Preliminary Approval Order.

35. “**Notice Program**” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Postcard Notice and Long Form Notice, along with the Settlement Website and the toll-free telephone line.

36. “**Notice of Deficiency**” means the notice sent by the Settlement Administrator to a Settlement Class member who has submitted an invalid Claim.

37. “**Objection Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days thereafter.

38. “**Opt-Out Period**” means the period that begins the day after the earliest day on which the Notice is first distributed, and that ends no later than sixty (60) days thereafter.

39. “**Party**” means each of the Plaintiff and Defendants, and “**Parties**” means Plaintiff and Defendants, collectively.

40. “**Postcard Notice**” means the double-sided postcard notice with a tear-off claim form, substantially in the form attached hereto as **Exhibit 1**, that the Settlement Administrator shall disseminate to Settlement Class Members by U.S. mail.

41. “**Preliminary Approval**” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order.

42. “**Preliminary Approval Order**” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form attached hereto as **Exhibit 4**.

43. “**Releases**” means the releases and waiver set forth in Section XIII of this Agreement.

44. “**Released Claims**” means any and all actual, potential, filed or unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected claims, demands, liabilities, rights, causes of action, damages, punitive, exemplary or multiplied damages, expenses,

costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, joint or several, of every nature and description whatsoever, based on any federal, state, local, statutory or common law or any other law, against the Released Parties, or any of them, arising out of or relating to actual or alleged facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act relating to the Data Breach.

45. **"Released Parties"** means Defendants and Defendants' past, present, and future direct and indirect heirs, assigns, associates, corporations, investors, owners, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, agents, attorneys, insurers, reinsurers, benefit plans, predecessors, successors, managers, administrators, executors, and trustees.

46. **"Releasing Parties"** means Plaintiff and Settlement Class Members and their respective past, present, and future heirs, beneficiaries, conservators, executors, estates, administrators, assigns, agents, accountants, financial and other advisors, and any other representatives of any of these persons and entities.

47. **"Service Award"** means the payments the Court may award the Plaintiff for serving as Class Representative.

48. **"Settlement Administrator"** means Simpluris, Inc.

49. **"Settlement Administration Costs"** means all costs and fees of the Settlement Administrator regarding Notice and Settlement administration.

50. **"Settlement Class"** means "all whose Private Information was compromised in the Data Breach, including all individuals to whom Defendants sent an individual notification letter to regarding the Data Breach." Excluded from the Settlement Class are (a) all persons who are

directors and officers of Defendants, or their respective subsidiaries and affiliated companies; (b) governmental entities; and (c) Judge(s) assigned to the Action, the Judge's immediate family, and Court staff; and (d) all those who timely and validly opt out of this Settlement.

51. **"Settlement Class Member"** means any member of the Settlement Class who has not opted out of the Settlement. The size of the Class is approximately 5,619 individuals.

52. **"Settlement Website"** means the website the Settlement Administrator will establish as a means for Settlement Class Members to submit Claim Forms and obtain notice and information about the Settlement, including hyperlinked access to this Agreement, the Preliminary Approval Order, Long Form Notice, Claim Form, Motion for Final Approval, Application for Attorneys' Fees, Costs, and Service Awards, and the Final Approval Order, as well as any other documents as the Parties agree to post or the Court orders posted. The Settlement Website shall remain online and operable for at least four months after Final Approval.

53. **"Valid Claim"** means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally, subject to the penalty of perjury; (d) returned via mail and postmarked by the Claim Form Deadline; and (e) determined to be valid by the Settlement Administrator. The Settlement Administrator may require additional information from the Claimant to validate the Claim, including, but not limited to, answers related to questions regarding the validity or legitimacy of the physical or e-signature. Failure to respond to the Settlement Administrator's Notice of Deficiency may result in a determination that the Claim is not a Valid Claim.

III. Certification of the Settlement Class

54. In the Motion for Preliminary Approval, Plaintiff shall propose and request to the Court that the Settlement Class be certified for Settlement purposes only. Defendants agrees solely for purposes of the Settlement provided for in this Agreement, and the implementation of such Settlement, that this case shall proceed as a class action; provided however, that if a Final Approval Order is not issued, then any certification shall be null and void and, for the avoidance of doubt, Defendants shall retain all rights to object to any future requests to certify a class. Plaintiff and Class Counsel shall not reference this Agreement in support of any subsequent motion for class certification of any class in the Action in such event.

IV. Settlement Consideration

55. Settlement Class Members are all eligible to make claims for (a) reimbursement of documented ordinary out-of-pocket expenses up to \$400 per Class Member; (b) reimbursement of documented extraordinary out-of-pocket losses up to \$4,000 per Class Member; (c) reimbursement for time spent reasonably responding to the Data Breach up to four hours at a rate of \$20 per hour; (d) two years of CyEx Identity Defense Complete; (e) an alternative cash pay of \$45 dollars in lieu reimbursement for documented out-of-pocket ordinary expenses, extraordinary losses, and lost time (benefits a through c), but not in the alternative to credit monitoring. Defendant WPM Pathology will separately pay Settlement Administration Costs, as well as Class Counsel's attorneys' fees and Plaintiff's Service Award in the amounts authorized by the Court.

a. Reimbursement for Documented Ordinary Out-of-Pocket Expenses

All Settlement Class Members are eligible to receive reimbursement for up to \$400 in documented ordinary out-of-pocket expenses more likely than not incurred as a result of the Data Breach. Reimbursable ordinary expenses include, without limitation: unreimbursed losses relating

to fraud or identity theft; professional fees including attorneys' fees, accountants' fees, and fees for credit repair services; costs associated with freezing or unfreezing credit with any credit reporting agency; credit monitoring costs that were incurred on or after the Data Breach; and miscellaneous expenses such as notary fees, fax charges, postage, copying costs, mileage, and long-distance telephone charges. Claims for ordinary expenses must be supported by receipts or other third-party documentation showing the expense, though self-prepared documents may be submitted for clarity.

b. Reimbursement for Documented Extraordinary Out-of-Pocket Losses

All Settlement Class Members are eligible to receive reimbursement for up to \$4,000 for documented extraordinary out-of-pocket losses. To qualify, the loss must be an actual, documented, and unreimbursed monetary loss; more likely than not caused by the Data Breach; incurred after the Data Breach; not already covered by the Ordinary Out-of-Pocket Expenses; and the claimant must have made reasonable efforts to avoid or seek reimbursement for the loss. Such losses may include, by way of example, losses from financial fraud or identity theft. Claims must be supported by receipts or other third-party documentation.

c. Lost Time

Settlement Class Members may submit a claim for reimbursement for up to four (4) hours of lost time spent responding to the Data Breach, at a rate of \$20 per hour for a total of up to \$80. Claims for Lost Time must be supported by a brief description of the activities performed and an attestation on the Claim Form that the time was spent in response to the Data Breach.

d. Credit Monitoring

Settlement Class Members are eligible to sign up for two years of CyEx Identity Defense Complete at no cost to Settlement Class Members. This benefit is available to all Settlement Class

Members regardless of whether they enrolled in the credit monitoring offer included in the data breach notification letter. This product includes \$1,000,000 in identity theft insurance with no deductible, credit score tracking, real-time alerts, dark web monitoring, high-risk transaction monitoring, credit freeze assistance, among others features.

e. Alternative Cash Payment

In lieu of claims for reimbursement of documented ordinary out-of-pocket expenses, documented extraordinary out-of-pocket losses, and lost time, Class Members may elect to receive a \$45 alternative cash payment.

f. Remedial Measures.

In response to the Data Breach, Defendant WPM Pathology has implemented security improvements to their information security policies and practices. Upon request, Defendant WPM Pathology shall provide Class Counsel with a confidential declaration outlining the measures taken. Due to their sensitive nature, these security improvements will not be disclosed publicly.

V. Settlement Approval

56. Class Counsel will use best efforts to submit the Motion for Preliminary Approval to the Court within fifteen (15) days of the execution of this Agreement.

57. The Motion for Preliminary Approval shall, among other things, request the Court (a) preliminarily approve the terms of the Settlement as being within the range of fair, adequate, and reasonable; (b) provisionally certify the Settlement Class for settlement purposes only; (c) approve the Notice Program set forth herein and approve the form and content of the Notices of the Settlement; (d) approve the Claim Form and Claim Process; (e) approve the procedures for Settlement Class Members to opt-out of the Settlement or for Settlement Class Members to object to the Settlement; (f) appoint Class Counsel for Settlement purposes; (g) appoint the Plaintiff as

Class Representative; (h) appoint Simpluris, Inc. as the Settlement Administrator; (i) stay the Action pending Final Approval of the Settlement; and (j) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, the Parties, Class Counsel, and Defendants' Counsel.

VI. Settlement Administrator

58. The Parties agree that, subject to Court approval, Simpluris, Inc. shall be the Settlement Administrator. Class Counsel and Defendants' Counsel shall collectively oversee the Settlement Administrator.

59. The Settlement Administrator will be responsible for administering all aspects of the Settlement Agreement, including processing Claims and distributing Settlement Class Member Benefits.

60. All Settlement Administration Costs, including, without limitation, the fees and expenses of the Settlement Administrator, shall be paid, or caused to be paid, by Defendant WPM Pathology separately and directly to the Settlement Administrator.

61. The Settlement Administrator shall fulfill the requirements set forth in the Preliminary Approval Order and the Agreement and comply with all applicable laws, including, but not limited to, the Due Process Clause of the United States Constitution.

62. The Settlement Administrator shall administer all aspects of the Settlement as described in the following paragraph and perform such other functions as are specified for the Settlement Administrator elsewhere in this Agreement, including, but not limited to, effectuating the Notice Program, handling the Claims Process, and distributing the Settlement Class Member Benefits to those who submit Valid Claims.

63. The Settlement Administrator's duties include the following:

- a. Complete the Court-approved Notice Program by noticing the Settlement Class by Postcard Notice and sending out Long Form Notices and paper Claim Forms upon request from Settlement Class Members, reviewing Claim Forms, notifying Claimants of deficient Claim Forms using the Notice of Deficiency, and sending Settlement Class Member Benefits to Settlement Class Members who submit a Valid Claim;
- b. Establish and maintain a post office box to receive opt-out requests, objections, and Claim Forms from Settlement Class Members;
- c. Establish and maintain the Settlement Website to provide important information and to receive electronic Claim Forms;
- d. Establish and maintain an automated toll-free telephone line with live agents for Settlement Class Members to call with Settlement-related inquiries, and answer the frequently asked questions of Settlement Class Members who call with or otherwise communicate such inquiries, including whether they are Class Members and what their Class Member ID's are;
- e. Respond to any mailed Settlement Class Member inquiries;
- f. Process all opt-out requests from Settlement Class Members;
- g. Provide weekly reports to Class Counsel and Defendants' Counsel that summarize the number of Claims submitted, Claims approved and rejected, Notices of Deficiency sent, opt-out requests and objections received that week, the total number of opt-out requests and objections received to date, and other pertinent information;
- h. In advance of the Final Approval Hearing, prepare a declaration confirming the Notice Program was completed in accordance with the terms of this Agreement and the Preliminary Approval Order, describing how the Notice Program was completed,

indicating the number of Claim Forms received, providing the names of each Settlement Class Member who timely and properly requested to opt-out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval;

- i. Distribute Settlement benefits;
- j. Send Credit Monitoring redemption codes to all Settlement Class Members who submit Valid Claims electing Credit Monitoring;
- k. Any other Settlement administration function at the instruction of Class Counsel and Defendants' Counsel, including, but not limited to, verifying that Settlement Class Member Benefits have been properly distributed.

VII. Notice to the Settlement Class, Opt-Out Procedures, and Objection Procedures

64. WPM Pathology will make available to the Settlement Administrator the Class List no later than fifteen (15) days after entry of the Preliminary Approval Order. To the extent necessary, WPM Pathology will cooperate with updating the Class List to accomplish the Notice Program and otherwise administer the Settlement. WPM Pathology's Counsel will coordinate with counsel who was responsible for advising WPM Pathology on its cybersecurity incident response to ensure the class list includes the most up-to-date contact information, including any information learned from advanced lookups performed when sending notification letters.

65. Within thirty (30) days following entry of the Preliminary Approval Order, the Settlement Administrator shall commence the Notice Program provided herein, using the forms of Notice approved by the Court.

66. Direct Notice will be provided through a double-sided Postcard Notice with a tear-off Claim Form that includes pre-paid postage. Postcards will be sent via U.S. Mail. The Postcard

Notice shall include, among other information, the following: a description of the material terms of the Settlement; how to submit a Claim Form; the Claim Form Deadline; the last day of the Opt-Out Period for Settlement Class Members to opt-out of the Settlement Class; the last day of the Objection Period for Settlement Class Members to object to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards; the Final Approval Hearing date; and the Settlement Website address at which Settlement Class Members may access this Agreement and other related documents and information. Class Counsel shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. If the date or time for the Final Approval Hearing changes, the Settlement Administrator shall update the Settlement Website to reflect the new date. No additional notice to the Settlement Class is required if the date or time for the Final Approval Hearing changes. The Postcard Notice with tear-off claim form will enable Class Members to make claims for all benefits that do not require separate documentation (i.e., credit monitoring, lost time, and the alternative cash payment). The tear-off claim form shall include a blank line for Class Members to describe the time spent.

67. No later than twenty (20) days after entry of the Preliminary Approval Order, Defendant WPM Pathology shall pay or cause to be paid to the Settlement Administrator the funds necessary to pay for the printing costs and costs of transmitting Notice to the Settlement Class. The Settlement Administrator must submit an invoice to Defendant WPM Pathology within five (5) days after entry of the Preliminary Approval Order to recover reasonable costs associated with printing and transmitting Notice, and provide Defendant WPM Pathology with ACH/wire instructions for payment. Defendant WPM Pathology shall direct payment of the amount invoiced to the Settlement Administrator. The timing set forth in this provision is contingent upon the receipt

of a W-9 from the Settlement Administrator within five (5) days of the date that the Preliminary Approval Order is entered. If Defendant WPM Pathology do not receive this information by five (5) days after the date the Preliminary Approval Order is entered, the payments specified by this paragraph shall be made within twenty (20) days after Defendant WPM Pathology receives this information. Payment of the remaining costs of Notice and Settlement Administration Costs shall be made within thirty (30) days of the Effective Date. The Settlement Administrator must submit an invoice to Defendant WPM Pathology for payment of all remaining Notice and Settlement Administration Costs within five (5) days of the Effective Date.

68. The Settlement Administrator shall establish the Settlement Website no later than the day before the Notice Program is initiated. The Settlement Administrator shall ensure the Settlement Website makes available the Court-approved online Claim Form that can be submitted directly on the Settlement Website or in printable version that can be sent by U.S. Mail to the Settlement Administrator.

69. The Long Form Notice shall also include a procedure for Settlement Class Members to opt-out of the Settlement Class. A Settlement Class member may opt-out of the Settlement Class at any time during the Opt-Out Period by mailing a request to opt-out to the Settlement Administrator postmarked no later than the last day of the Opt-Out Period. The opt-out request must be personally signed by the Settlement Class Member and contain the requestor's name, address, telephone number, and email address (if any), and a statement indicating a request to be excluded from the Settlement Class. Any Settlement Class Member who does not timely and validly request to opt-out shall be bound by the terms of this Agreement even if that Settlement Class Member does not submit a Valid Claim.

70. The Long Form Notice also shall include a procedure for Settlement Class Members to object to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards. Objections must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendants' Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the last day of the Objection Period, as specified in the Notice, and the Settlement Class Member must not have excluded themselves from the Settlement Class. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier (e.g., Federal Express), an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

71. For an objection to be considered by the Court, the objection must also set forth the following:

- a. the objector's full name, mailing address, telephone number, and email address (if any);
- b. all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel;
- c. the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case;

d. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or the Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Approval Hearing;

e. the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case;

f. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any);

g. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing; and

h. the objector's signature (an attorney's signature is not sufficient).

72. Class Counsel and/or Defendants' Counsel may conduct or propound limited discovery to any objector or objector's counsel.

73. In the event that mail is delayed or notices are remailed after original notice was deemed undeliverable, such Class Members must have at least two weeks to determine whether to object to, or opt out from, the Settlement after receipt of the notice.

74. The Settlement Administrator will perform an advanced address lookup to ensure up-to-date mailing addresses are being used when sending Postcard Notices to the Settlement Class. If the Settlement Administrator receives notices that Postcard Notices were not delivered, the Settlement Administrator will perform a skip trace and remail Notice to an updated mailing

address. No later than thirty (30) days before the original date set for the Final Approval Hearing, the Settlement Administrator shall complete the re-mailing of Postcard Notice to those Settlement Class Members whose new addresses were identified as of that time through address traces.

VIII. Claims Process and Disbursement of Cash Payments

75. The Notice and the Settlement Website will explain to Settlement Class Members that they may be entitled to a Settlement Class Member Benefit and how to submit a Claim Form.

76. Claim Forms may be submitted online through the Settlement Website or through U.S. Mail by sending them to the Settlement Administrator at the address designated on the Claim Form.

77. The Settlement Administrator shall collect, review, and address each Claim Form received to determine whether the Claim Form meets the requirements set forth in this Settlement and is thus a Valid Claim. The Settlement Administrator shall examine the Claim Form before designating the Claim as a Valid Claim to determine that the information on the Claim Form is reasonably complete. The Settlement Administrator shall have the sole authority to determine whether a Claim by any Claimant is a Valid Claim.

78. The Settlement Administrator shall use all reasonable efforts and means to identify and reject duplicate or fraudulent claims. No Settlement Class Member may submit more than one Claim Form. The Settlement Administrator shall identify any Claim Forms that appear to seek relief on behalf of the same Settlement Class Member. The Settlement Administrator shall use its best efforts to determine whether there is any duplication of claims, and if there is, contact the Settlement Class Member to determine which Claim Form is the appropriate one for consideration.

79. The Settlement Administrator shall exercise, in its discretion, all usual and customary steps to prevent fraud and abuse and take any reasonable steps to prevent fraud and

abuse in the Claim process. The Settlement Administrator may, in its discretion, deny in whole or in part any Claim Form to prevent actual or possible fraud or abuse. By agreement, the Parties can instruct the Settlement Administrator to take whatever steps it deems appropriate if the Settlement Administrator identifies actual or possible fraud or abuse relating to the submission of claims, including, but not limited to, denying in whole or in part any Claim to prevent actual or possible fraud or abuse. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties may require information from the Claimant or deny the Claim, subject to the supervision of the Parties and ultimate oversight by the Court.

80. Claim Forms that do not meet the terms and conditions of this Settlement shall be promptly rejected by the Settlement Administrator and the Settlement Administrator shall advise the Settlement Class Member of the reason(s) why the Claim Form was rejected. However, if the Claim Form is rejected for containing incomplete or inaccurate information, and/or omitting required information, the Settlement Administrator may send a Notice of Deficiency explaining what information is missing or inaccurate and needed to validate the Claim and have it submitted for consideration. The Settlement Administrator shall notify the Settlement Class Member using the contact information provided in the Claim Form. The additional information and/or documentation can include, for example, answers to questions regarding the validity of the Claimant's physical or e-signature. A Settlement Class Member shall have until the Claim Form Deadline, or fifteen (15) days from the date the Notice of Deficiency is sent via mail and postmarked or sent via email, whichever is later, to reply to the Notice of Deficiency and provide the required information. If the Settlement Class Member timely and adequately provides the requested information and/or documentation, the Claim shall be deemed a Valid Claim and processed by the Settlement Administrator. If the Settlement Class Member does not timely and

completely provide the requested information and/or documentation, the Settlement Administrator shall reduce or deny the Claim unless Defendants' Counsel and Class Counsel otherwise agree.

81. When a good faith basis exists, the Settlement Administrator may reduce or reject a Claim for the following reasons, among others:

- a. Failure to fully complete and/or sign the Claim Form;
- b. Illegible Claim Form;
- c. The Claim Form is fraudulent;
- d. The Claim Form is duplicative of another Claim Form;
- e. The Claimant is not a Settlement Class Member;
- f. The Claimant submitted a timely and valid request to opt-out of the Settlement Class;
- g. The person submitting the Claim Form requests that payment be made to a person or entity other than the Claimant for whom the Claim Form is submitted;
- h. Failure to submit a Claim Form by the Claim Form Deadline; and/or
- i. The Claim Form otherwise does not comply with the requirements of this Settlement.

82. The Settlement Administrator's reduction or denial of a Claim is final, subject to the following dispute resolution procedures:

- a. The Settlement Administrator shall have thirty (30) days from the Claim Form Deadline to approve or reject Claims based on findings of fraud or duplication.
- b. A request for additional information by sending a Notice of Deficiency shall not be considered a denial for purposes of this paragraph.

c. If a Claim is rejected for fraud or duplication, the Settlement Administrator shall notify the Claimant using the contact information provided in the Claim Form. Class Counsel and Defendants' Counsel shall be provided with copies of all such notifications to Claimants.

d. The Settlement Administrator's determination as to whether to approve, deny, or reduce a Claim shall be final and binding.

83. The Settlement Administrator shall provide all information gathered in investigating Claims, including but not limited to copies of all correspondence and all notes of the Settlement Administrator, the decision reached, and all reasons supporting the decision, if requested by Class Counsel or Defendants' Counsel. Additionally, Class Counsel and Defendants' Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

84. No person or entity shall have any claim against Defendants, Defendants' Counsel, Plaintiff, the Settlement Class, Class Counsel, and/or the Settlement Administrator based on any eligibility determinations, distributions, or awards made in accordance with this Settlement.

85. The Settlement Administrator must submit an invoice to Defendant WPM Pathology for payment of all Valid Claims within fifteen (15) days of the Claim Form Deadline or as soon as all Claim deficiencies are resolved via the Dispute Resolution process set forth herein, whichever occurs later. Defendant WPM Pathology shall pay or cause to be paid to the Settlement Administrator the invoiced amount of all Valid Claims within fifteen (15) days of the invoice.

86. No later than thirty (30) days after the Effective Date, the Settlement Administrator shall distribute the Settlement Class Member Benefits.

87. Cash Payments to Settlement Class Members will be made by electronic payment or by paper check. The Claim Form, as well as the electronic claim form on the Settlement Website, shall give Settlement Class Members the option to select electronic payment. In the event a Settlement Class Member does not make an election or there is a problem with issuance of an electronic payment, a paper check will be sent to the Settlement Class Member's last known address. Settlement Class Members shall have ninety (90) days to select their form of payment following such email from the Settlement Administrator. Paper checks must be negotiated within ninety (90) days of issuance. In the event the Settlement Administrator is unable to distribute funds to the person or persons entitled to receive them due to incorrect or incomplete information provided to the Settlement Administrator, the funds shall revert to Defendant WPM Pathology, and the Settlement Class Member shall forfeit their right to the funds.

88. Settlement Class Members who make claims for Credit Monitoring shall include an email address in their claim. The Settlement Administrator will send an email to Settlement Class Members with Valid Claims that include an election for Credit Monitoring with information on how to enroll in the Credit Monitoring, including the Credit Monitoring redemption code.

IX. Final Approval Order and Final Judgment

89. Plaintiff shall file their Motion for Final Approval of the Settlement, inclusive of the Application for Attorneys' Fees, Costs, and Service Awards, no later than fourteen (14) days before the Opt-Out and Objection Deadline. At the Final Approval Hearing, the Court may hear argument on Plaintiff's Application for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards. In the Court's discretion, the Court will also hear argument at the Final Approval Hearing from any Settlement Class Member (or their counsel) who objects to the

Settlement and/or to the Application for Attorneys' Fees, Costs, and Service Awards, provided the objectors submitted timely objections that meet all the requirements listed in this Agreement.

90. At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order and final judgment thereon, and whether to grant Plaintiff's Application for Attorneys' Fees, Costs, and Service Awards. Such proposed Final Approval Order shall effectuate the following, among other things:

- a. Determine that the Settlement is fair, adequate and reasonable;
- b. Finally certify the Settlement Class for settlement purposes only;
- c. Determine that the Notice Program satisfies Due Process requirements;
- d. Affirm its appointment of Class Representative and Class Counsel;
- e. Determine whether to grant Plaintiff's Application for Attorneys' Fees and Service Awards;
- f. Bar and enjoin all Releasing Parties from asserting or otherwise pursuing any of the Released Claims at any time and in any jurisdiction, including during any appeal from the Final Approval Order; and retain jurisdiction over the enforcement of the Court's injunctions;
- g. Release Defendants and the Released Parties from the Released Claims; and
- h. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants, Plaintiff, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. Attorneys' Fees and Costs; Service Awards

91. *Service Awards* – In recognition of the time and effort the Class Representative expended in pursuing this Action and in fulfilling his obligations and responsibilities to the Class, and of the relief conferred on all Settlement Class Members by the Settlement, Class Counsel shall request a Service Award for the Class Representative in the amount not to exceed \$2,500.00. Defendants will not oppose Plaintiff's request for the Service Award to the extent it does not exceed this amount. Defendants moreover will not object to Plaintiff's appointment as Class Representative.

92. The Parties did not discuss Plaintiff's request for Service Awards until after the substantive terms of the Settlement had been agreed upon.

93. Within twenty (20) days of entry of the Effective Date, Defendant WPM Pathology shall pay or cause to be paid the Court-approved amount of Service Awards to the IOLTA account of Class Counsel.

94. *Attorneys' Fees and Costs* – Plaintiff will move the Court for an order awarding reasonable attorneys' fees and litigation costs, up to a total of \$150,000, inclusive of litigation expenses and costs. Defendants will not oppose Plaintiff's Application for Attorneys' Fees and Costs to the extent it does not exceed this amount.

95. Within twenty (20) days of entry of the Effective Date, Defendant WPM Pathology shall pay or cause to be paid the Court-approved amount of attorneys' fees and expenses to Class Counsel.

96. The Parties did not discuss the payment of attorneys' fees, costs, and/or expenses until after the substantive terms of the Settlement had been agreed upon.

97. This Settlement is not contingent on approval of the Application for Attorneys' Fees, Costs, and Service Awards, and if the Court denies the request or grants amounts less than what was requested, the remaining provisions of the Agreement shall remain in force. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amounts of the attorneys' fees and costs and/or Service Awards shall constitute grounds for cancellation or termination of the Settlement.

XI. Releases

98. Upon the Effective Date, and in consideration of the Settlement relief and other consideration described herein, the Releasing Parties shall be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever released, acquitted, relinquished, and completely discharged the Released Parties from any and all Released Claims, including but not limited to any federal or state statutory or common law claims arising out of or relating to the Data Incident that the Releasing Parties may have or had. Each Party expressly waives all rights under California Civil Code section 1542, which provides as follows:

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.

The Releasing Parties also waive the provisions and rights of any law(s) that are comparable in effect to California Civil Code section 1542 (including, without limitation, California Civil Code § 1798.80, *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11). The Releasing Parties agree that, once this Agreement is executed, they will not, directly or indirectly, individually or in concert

with another, maintain, cause to be maintained, or voluntarily assist in maintaining any further demand, action, claim, lawsuit, arbitration, or similar proceeding, in any capacity whatsoever, against any of the Released Parties based on any of the Released Claims.

99. Settlement Class Members who opt out of the Settlement prior to the end of the Opt-Out Period do not release their claims and will not obtain any benefits, including any Settlement Class Member Benefits, under the Settlement.

100. Upon the Effective Date (a) this Settlement shall be the exclusive remedy for any and all Released Claims of Plaintiff and Settlement Class Members; and (b) Plaintiff and Settlement Class Members stipulate to be and shall be permanently barred and enjoined by Court order from initiating, asserting, or prosecuting any Released Claim against the Released Parties, whether on behalf of Plaintiff, any Settlement Class Member or others, in any jurisdiction, including in any federal, state, or local court or tribunal.

101. The power to enforce any term of this Settlement is not affected by the releases in this section.

XII. Termination of Settlement

102. This Agreement shall be subject to, and is expressly conditioned on, the occurrence of all the following events:

- a. Court approval of the Settlement consideration set forth in Section IV and the Releases set forth in Section XI of this Agreement;
- b. The Court has entered the Preliminary Approval Order;
- c. The Court has entered the Final Approval Order, and all objections, if any, are overruled, and all appeals taken from the Final Approval Order are resolved in favor of Final Approval; and

d. The Effective Date has occurred.

103. If any of the conditions specified in the preceding paragraph are not met, or if the Court otherwise imposes any modification to or condition of approval of the Settlement to which the Parties do not consent, then this Agreement shall be cancelled and terminated.

104. In the event this Agreement is terminated or fails to become effective, then the Parties shall return to the *status quo ante* as if the Parties had not entered into this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Action or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

105. In the event this Agreement is terminated or fails to become effective, Defendants shall have no right to seek from Plaintiff, Class Counsel, or the Settlement Administrator the Settlement Administration Costs already paid.

XIII. Effect of Termination

106. The grounds upon which this Agreement may be terminated are set forth in Section XII. In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, Defendants', and Defendants' Counsel's obligations under the Settlement shall cease to be of any force and effect; and the Parties shall return to the *status quo ante* as if the Parties had not entered into this Agreement. In the event of such a termination, all the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

107. In the event the Settlement is terminated in accordance with the provisions of this Agreement, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for

any purpose. In such event, all Parties to the Action shall stand in the same position as if this Agreement had not been negotiated, made, or filed with the Court.

XIV. No Admission of Liability

108. This Agreement reflects the Parties' compromise and settlement of disputed claims. This Agreement shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law. Defendants have denied and continue to deny each of the claims and contentions alleged in the Complaint. Defendants do not admit any liability or wrongdoing of any kind, by this Agreement or otherwise. Defendants have agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Action.

109. Class Counsel believe the claims asserted in the Action have merit, and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement, the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, and the likelihood of success on the merits of the Action. Class Counsel fully investigated the facts and law relevant to the merits of the claims, conducted discovery, and conducted independent investigation of the alleged claims. Class Counsel concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

110. This Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties in connection with the negotiations of this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made,

or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

111. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by the Plaintiff or Settlement Class Members, or of any wrongdoing or liability of the 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 Released Parties, in the Action or in any proceeding in any court, administrative agency, or other tribunal.

112. In addition to any other defenses Defendants or the Released Parties may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the Releases contained herein.

XV. Miscellaneous Provisions

113. ***Confidentiality.*** To the extent permitted by ethics rules, the Parties and their counsel shall keep confidential all settlement communications, including communications regarding the negotiation and drafting of this Agreement. The Parties will not make any public statement about the Settlement that has not been approved by the other side, except as required or authorized by law. Approval of any proposed public statement of the other side will not be unreasonably withheld. The Parties will cooperate with each other regarding public statements about the Settlement and may issue a joint statement/press release if they mutually agree to do so. This paragraph shall not be construed to limit or impede the Notice requirements contained in this Agreement, nor shall this paragraph be construed to prevent Class Counsel or Defendants' Counsel

from notifying or explaining that the Action has settled or limit the representations that the Parties or their counsel may make to the Court to assist in the Court's evaluation of the Settlement, Preliminary Approval, Final Approval, and any objection to the Settlement's terms. Defendants may also provide information about the Agreement to its customers, attorneys, members, partners, insurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary to affect the Settlement. Nothing in this provision shall be construed to prevent Class Counsel from including the Settlement in a list of comparable settlements for future settlement negotiations or from listing this Settlement on their website, though such uses must be limited to (a) counsel's role in this action, and (b) the monetary settlement benefits provided for herein.

114. ***Gender and Plurals.*** As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.

115. ***Binding Effect.*** This Agreement shall be binding upon, and inure to and for the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

116. ***Cooperation of Parties.*** The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, seek Court approval, uphold Court approval, and do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

117. ***Obligation to Meet and Confer.*** Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have met and conferred in an attempt to resolve the dispute.

118. ***Integration and No Reliance.*** This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement is executed without reliance on any covenant, agreement, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

119. ***No Conflict Intended.*** Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

120. ***Governing Law.*** Except as otherwise provided herein, the Agreement shall be construed in accordance with, and be governed by, the laws of the State of Kansas, without regard to the principles thereof regarding choice of law.

121. ***Counterparts.*** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.

122. ***Jurisdiction.*** The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of the agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released

Claims against the Released Parties at any time and in any jurisdiction, including during any appeal from the Final Approval Order.

123. **Notices.** All notices provided for herein shall be sent by email, as follows:

a. If to Plaintiff or Class Counsel:

Grayson Wells
Stranch, Jennings & Garvey, PLLC
The Freedom Center
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
gwells@stranchlaw.com

b. If to Defendants or Defendants' Counsel:

Timothy Lowe
McDonald Hopkins PLC
39533 Woodward Avenue, Suite 318
Bloomfield Hills, MI 48304
tlowe@mcdonaldhopkins.com

Justin Holmes
Gordon Rees Scully Mansukhani LLP
Three Logan Square
1717 Arch Street, Suite 610
Philadelphia, PA 19103
jholmes@grsm.com

The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received because of the Notice Program.

124. **Modification and Amendment.** This Agreement may not be amended or modified, except by a written instrument signed by Class Counsel and Defendants' Counsel and, if the Settlement has been approved preliminarily by the Court, as approved by the Court.

125. **No Waiver.** The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

126. **Authority.** Any person executing this Agreement in a representative capacity represents and warrants that they are fully authorized to do so and to bind the Party on whose behalf they sign this Agreement to all the terms and provisions of this Agreement.

127. **Agreement Mutually Prepared.** Neither Plaintiff nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, common law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

128. **Independent Investigation and Decision to Settle.** The Parties understand and acknowledge (a) that they have performed an independent investigation of the allegations of fact and law made in connection with the Action; and (b) that even if they 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 Action as reflected in this Agreement, it will not affect or in any respect limit the binding nature of this Agreement. All Parties recognize and acknowledge they reviewed and analyzed data that they used to make certain determinations, arguments, and settlement positions. The Parties agree this Settlement is fair, reasonable, and adequate, and will not attempt to renegotiate or otherwise void or invalidate or terminate the Settlement irrespective of what any unexamined data later shows. The Parties intend to resolve their disputes in connection with the Action pursuant to the terms of this Agreement now. Thus, in furtherance of the Parties' intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional

facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any changes or differences in facts or law, subsequently occurring or otherwise.

129. ***Receipt of Advice of Counsel.*** Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Agreement and the Releases, and the legal effects of this Agreement the Releases, and fully understands the effect of this Agreement and the Releases.

[signature pages follow]

PLAINTIFF

SHAWN STEINLE

CLASS COUNSEL

GRAYSON WELLS

RICHARD FISK

WPM PATHOLOGY LABORATORY

Title: _____

COUNSEL FOR WPM PATHOLOGY LABORATORY

TIMOTHY LOWE

SALINA REGIONAL HEALTH CENTER INC.

Title: _____

COUNSEL FOR SALINA REGIONAL HEALTH CENTER INC.

JUSTIN HOLMES