

# **EXHIBIT 1**

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

ALTAMONTE PEDIATRIC  
ASSOCIATES, P.A., a Florida  
Corporation,

Plaintiff,

CLASS ACTION

v.

Case No. 8:20-cv-00604

GREENWAY HEALTH, LLC,  
a Delaware Limited Liability Company,

Defendant.

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**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between (a) Altamonte Pediatric Associates, P.A., the named plaintiff in the above-styled action; (b) Pulmonary Associates of Charleston, PLLC, Neurosurgical Specialists of West County, Inc., Medlock Pediatrics, P.C., and C.R. Magness, M.D., the named plaintiffs in *Pulmonary Associates of Charleston PLLC, et al. v. Greenway Health, LLC, et al.*, Case No. 3:19-cv-00167-TCB (N.D. Ga.); (c) *Valley Ob-Gyn Clinic, P.C.*, the named plaintiff in *Valley Ob-Gyn Clinic, P.C. v. Greenway Health, LLC, et al.*, Case No. 3:20-cv-00220-TCB (N.D. Ga.); (d) Greenway Health, LLC; and (e) Greenway Health, Inc. This Agreement is submitted to the Court pursuant to Rule 23, Federal Rules of Civil Procedure, and is subject to preliminary and final approval by the Court.

**DEFINITIONS**

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

1. “Action” means *Altamonte Pediatric Associates, P.A. v. Greenway Health, LLC*, Case No. 8:20-cv-00604 (M.D. Fla.), pending before the Court.
2. “Agreement” means this Settlement Agreement.

3. “*Attorneys’ Fee, Costs, and Expenses Award*” means an award of attorneys' fees, costs, and expenses, to be requested by Class Counsel as set forth in Paragraphs 6 and 8 of the Terms of the Settlement below.

4. “*Claim Period*” means a period of sixty (60) days after the sending of the Notice pursuant to Paragraph 20 of the Terms of the Settlement below.

5. “*Class Actions*” mean this Action, the Pulmonary Action, and the Valley Action, collectively.

6. “*Class Administrator*” means the class action claim administrator retained by Plaintiffs and Greenway to perform Class Notice and Administration.

7. “*Class Counsel*” means Janet R. Varnell, Brian W. Warwick, Matthew T. Peterson, and Erika R. Willis of Varnell & Warwick, P.A., 1101 E. Cumberland Ave., Suite 201H, #105, Tampa, FL 33602; Jonathan D. Selbin, Jason L. Lichtman, John T. Nicolaou, and Gabriel A. Panek of Lieff Cabraser Heimann & Bernstein, LLP, 250 Hudson Street, 8th Floor, New York, NY 10013-1413; Mark P. Chalos of Lieff Cabraser Heimann & Bernstein, LLP, 222 2nd Avenue South, Ste. 1640, Nashville, TN 37201; Michael J. Brickman, Nina Fields Britt, James C. Bradley, and Caleb M. Hodge of Rogers, Patrick, Westbrook & Brickman, LLC, 1037 Chuck Dawley Blvd., Bldg. A (29464), Post Office Box 1007, Mount Pleasant, South Carolina 29465; Brett Ialacci of Badham & Buck, LLC, 2001 Park Place, North Suite 500, Birmingham, AL 35203; C. Cooper Knowles of The Law Office of C. Cooper Knowles, LLC, 750 Hammond Drive, Building 12, Suite 350, Sandy Springs, Georgia 30328; Timothy C. Bailey of Bailey Javins & Carter, LC, 213 Hale Street, Charleston, West Virginia 25301; Justin T. Holcombe and Kris Skaar of Skaar & Feagle, LLP, 133 Mirramont Lake Drive, Woodstock, GA 30189; and James M. Feagle of Skaar & Feagle, LLP, 2374 Main Street, Suite B, Tucker, GA 30084.

8. “*Class Notice and Administration*” means the processes set forth in this Agreement, including, but not limited to, those set forth in Paragraphs 18 to 24 and 35-44 of the Terms of the Settlement below, for the Class Administrator to provide notice to Settlement Class Members and administer the Settlement Fund.

9. “*Class Notice and Administration Costs*” means all costs incurred by the Class Administrator in connection with Class Notice and Administration.

10. “*Class Period*” means October 4, 2010 through the date of preliminary approval of the Settlement memorialized by this Agreement.

11. “*Complaint*” means the First Amended Complaint filed by Altamonte in the Action on September 18, 2020.

12. Unless otherwise indicated, “*Court*” means the United States District Court, Middle District of Florida.

13. “*Data Retrieval Expenses*” means those damages claimed by Settlement Class Members based on Greenway’s alleged failure to provide a useable copy of customer data when a customer terminated its status as a Greenway customer, the provision of such data being a “Data Retrieval.”

14. “*Effective Date*” has the meaning set forth in Paragraph 45 of the Terms of the Settlement below.

15. “*EHR*” means electronic health record software.

16. “*Final Fairness Hearing*” means the hearing in the Action for the Court to consider final approval of the Settlement and entry of the Judgment.

17. “*Final Payment*” means the amount actually paid to a Settlement Class Member pursuant to the formula set forth in Paragraphs 40-44 of the Terms of the Settlement below.

18. “*Global Identification Number*” means the numeric or alphanumeric string provided to each Settlement Class Member with the Notice and unique to that person, which shall be referred to in the Notice and Claim Form as the claimant ID.

19. “*Greenway*” means Greenway Health, LLC and Greenway Health, Inc.

20. “*Greenway’s Counsel*” means Adam P. Schwartz, Joseph W. Swanson, D. Matthew Allen, and Erin J. Hoyle, Carlton Fields, P.A., P.O. Box 3239, Tampa, FL 33601-3239.

21. “*IRS*” means the Internal Revenue Service.

22. “*Judgment*” means the Final Judgment and Order of Dismissal with Prejudice to be entered in the Action in connection with the Settlement of all the Class Actions at or after the Final Fairness Hearing.

23. “*Lost Incentive Payments*” means any payments requested but not received by a Settlement Class Member pursuant to the HITECH Act Medicare and Medicaid EHR Incentive Programs Meaningful Use Program, or its successor programs, the Medicaid Promoting Interoperability Program, the Merit-based Incentive Payment System (“MIPS”), as implemented pursuant to the Medicare Access and CHIP Reauthorization Act of 2015 (“MACRA”), provided the Settlement Class Member satisfies the eligibility requirements for making a claim set forth in paragraph 38 below.

24. “*Net Aggregate Settlement Fund*” means the Aggregate Settlement Fund less the Court Award for Attorneys’ Fee, Costs, and Expenses.

25. “*Notice*” means the Notice of Pendency of Proposed Settlement of Class Action, Settlement Hearing, and Fee Application to be sent to Settlement Class Members pursuant to the Preliminary Approval Order. A template of the Notice is attached hereto as Exhibit A.

26. “*Objection and Opt-Out Period*” has the meaning set forth in Paragraph 25 of the Terms of the Settlement below.

27. “*Out of Pocket Expenses*” means all claimed consequential and incidental damages other than Lost Incentive Payments and Data Retrieval Expenses.

28. “*Plaintiffs*” means Altamonte Pediatric Associates, P.A. (“Altamonte”), Pulmonary Associates of Charleston, PLLC (“Pulmonary Associates”), Neurosurgical Specialists of West County, Inc. (“NSWC”), Medlock Pediatrics, P.C. (“Medlock”), C.R. Magness, M.D. (“Magness”), and Valley Ob-Gyn Clinic, P.C. (“Valley”).

29. “*Plan of Payment*” means the Plan of Payment and Distribution of the Settlement Fund described in Paragraphs 35 to 44 of the Terms of the Settlement below.

30. “*Preliminary Approval Order*” means the Order Preliminarily Approving the Settlement and Providing for Notice to the Settlement Class as set forth in Paragraph 13 of the Terms of the Settlement below.

31. “*Preliminary Payment*” means the amount the Class Administrator determines is to be payable, as a preliminary matter, to a Settlement Class Member, pursuant to the formula set forth in Paragraph 17 of the Terms of the Settlement below.

32. “*Proof of Claim*” has the meaning set forth in Paragraph 36 of the Terms of the Settlement below.

33. “*Pulmonary Action*” means *Pulmonary Associates of Charleston PLLC, et al. v. Greenway Health, LLC, et al.*, Case No. 3:19-cv-00167-TCB (N.D. Ga.).

34. “*Released Claims*” means any and all rights, claims, liabilities, actions, causes of action, costs, attorneys’ fees, demands, damages, and remedies, known or unknown, liquidated or unliquidated, legal, statutory, declaratory, or equitable, that the Releasing Parties ever had, now

have, or may have in the future, that are based upon the same nucleus of fact as the claims in the Class Actions, provided that: (1) Class Members who did not purchase Intergy or Prime Suite release only claims that are based upon the same nucleus of fact as the claims in the Valley Action; and (2) the named Plaintiffs release any and all claims they have against Greenway as of the date of this Agreement, whether known or unknown.

35. “*Released Parties*” means: Greenway, together with its current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; affiliates; divisions; current or former corporate owners, including, and as well as, Lightning Acquisition, LLC, Lightning Intermediate Holdings, LLC, Lightning Holdings, LLC, VEPF IV AIV I, L.P., Vista Equity Partners Fund IV GP, LLC, VEPF IV Co-Invest 2 GP, LLC, VEPF IV Co-Invest 2, L.P., VEPF IV Co-Invest 2-B Splitter, L.P., Vista Equity Partners Management LLC, and Vista Consulting Group LLC; and the corporate successors and assigns, predecessors, and insurers of any of them.

36. “*Releasing Parties*” means the Plaintiffs, and all Settlement Class Members who have not opted out of the Settlement and anyone whose sole basis for a claim derives from the rights of Settlement Class Members who have not opted out of the Settlement.

37. “*Settlement*” means the settlement set forth in this Agreement.

38. “*Settlement Class*” has the meaning set forth in Paragraph 2 of the Terms of the Settlement below.

39. “*Settlement Class Member(s)*” means any and all persons who are members of a Settlement Class.

40. “*Settlement Fund*” or “*Aggregate Settlement Fund*” means the Settlement Fund described in Paragraph 4 of the Terms of the Settlement below.

41. “*Settling Parties*” means the Plaintiffs, individually and on behalf of the Settlement Class Members, and Greenway.

42. “*Switching Costs*” means those damages claimed by Settlement Class Members when terminating their status as Greenway customers under circumstances where the EHR and/or the dashboard on Greenway’s software was a substantial cause in the practice’s decision to switch EHRs.

43. “*Valley Action*” means *Valley Ob-Gyn Clinic, P.C. v. Greenway Health, LLC, et al.*, Case No. 3:20-cv-00220-TCB (N.D. Ga.).

### **RECITALS**

#### **A. The Action**

a. The Action was filed on March 13, 2020 by Plaintiff Altamonte, individually and on behalf of a putative class. Defendant Greenway Health, LLC moved to dismiss the Action on May 29, 2020. The Amended Complaint was filed September 18, 2020. Greenway answered the Amended Complaint on November 13, 2020. On February 22, 2021, Plaintiff Altamonte filed a Motion for Class Certification, which Greenway opposed on March 22, 2021. The Motion for Class Certification remains pending.

b. The Amended Complaint alleges that Greenway promised and represented that its Intergy software satisfied the certification requirements of federal government incentive programs, but delivered a noncompliant version of the software for years.

#### **B. The Pulmonary Action**

a. The Pulmonary Action was filed in Georgia state court on October 15, 2019 by Plaintiff Pulmonary. Greenway filed a Notice of Removal to Federal Court in the Northern District of Georgia on November 25, 2019. Plaintiffs Neurosurgical Associates, Medlock Pediatrics, and C.R. Magness, M.D. filed a putative class action against



Defendant Greenway Health, LLC in the Northern District of Georgia on November 26, 2019. The Parties jointly moved to consolidate the cases on December 20, 2019, which motion was granted on January 14, 2020. The Pulmonary Plaintiffs filed an Amended Complaint on the same day. On February 2, 2020, Greenway moved to dismiss the Amended Complaint. The Northern District of Georgia dismissed certain of the claims on June 29, 2020. The Second Amended Complaint was filed on July 13, 2020. Greenway answered the Second Amended Complaint on January 29, 2021.

b. The Second Amended Complaint alleges that Greenway promised and represented that its Prime Suite software satisfied the certification requirements of federal government incentive programs, but delivered a noncompliant version of the software for years.

C. The Valley Action

a. The Valley Action was filed in the Northern District of Georgia on December 11, 2020 by Plaintiff Valley, individually and on behalf of a putative class. The Greenway Defendants moved to dismiss the Valley Action on March 1, 2021. That Motion to Dismiss remains pending.

b. The Valley Complaint alleges that Greenway entered into bailment relationships with its customers for its customers' benefit and sought payment for a useable copy of customer data when a customer asked to terminate its contract.

D. Greenway denies all of these allegations and asserts that the Class Actions are without merit. Nevertheless, in order to avoid the burden, expense, risk, and uncertainty of continuing to litigate the Class Actions, and to put to rest the controversies at issue in the Class Actions, and without any admission of any liability or wrongdoing whatsoever, Greenway wishes

to settle the Class Actions and the Released Class Claims on the terms and conditions set forth in this Agreement.

E. Plaintiffs and Class Counsel assert that the Action has merit. Nevertheless, in order to avoid the burden, expense, risk, and uncertainty of continuing to litigate the Class Actions, and to put to rest the controversies at issue in the Class Actions, Plaintiffs and Class Counsel wish to settle the Class Actions and all Released Class Claims on the terms and conditions set forth in this Agreement.

F. The Settling Parties have engaged in formal and informal discovery. Plaintiffs and Class Counsel have reviewed facts, documents, and data relating to liability and damages.

G. The Settling Parties agree that the Settlement is fair, reasonable, and adequate, and that the Settlement confers substantial benefits upon the Settlement Class Members. Plaintiffs and Class Counsel further agree that the Settlement is in the best interests of the Settlement Class Members.

### **TERMS OF THE SETTLEMENT**

1. The Settling Parties, intending for this Agreement to constitute a full and final settlement of the Class Actions and release of the Released Claims, agree as follows:

#### **Certification of Settlement Class**

2. **Definition of Settlement Class.** For settlement purposes only, the Settling Parties agree to request that the Court certify a Settlement Class, under Rule 23(b)(3), Fed. R. Civ. P., as defined below:

Any Greenway customer who purchased any software bundle that included Prime Suite, purchased any software bundle that included the Intergy EHR, or paid Greenway for a Data Retrieval.

The Settlement Class runs from October 4, 2010 until the date of Preliminary Approval, and it excludes customers who previously entered into individual settlements that release the breach of

contract and other claims asserted in the Class Actions. Any judges to whom the Class Actions are assigned, and any member of such judges' immediate families, also are excluded from the Settlement Class.

3. **Non-Certification or Modification of Settlement Class.** If the Court declines to certify the Settlement Class, or changes or alters the composition of the Settlement Class defined in Paragraph 2 above, it shall constitute grounds for termination under Paragraph 51 below.

#### **Settlement Consideration**

4. **Settlement Fund.** Greenway shall establish an Aggregate Settlement Fund in the amount of \$26,000,000.00. The Aggregate Settlement Fund shall be used to fund payments to Settlement Class Members to the extent and in the manner provided for herein within the Claim Period and Attorney's Fees, Costs, and Expenses. Settlement Class Members must look solely to the Aggregate Settlement Fund, pursuant to the procedures set forth herein, for satisfaction of their claims against Greenway, and Greenway shall have no other or further monetary obligation, or obligation of any kind, to Settlement Class Members.

5. **Categories of Compensation.** Settlement Class Members shall be eligible for monetary payments from the Aggregate Settlement Fund as follows:

- a. **Automatic Payment.** Class Members will receive an automatic payment ("Automatic Payment") based on the number of years each Class Member paid for Intergy or Prime Suite, pursuant to an agreed-upon formula to be further explained in Paragraphs 14 and 42 below; provided, however, that the total amount of Automatic Payment compensation for all Settlement Class Members shall not exceed 25% of the Net Aggregate Settlement Fund, except as provided below in paragraph 42 in the event that claims for

Other Payments do not exhaust the remainder of the Net Aggregate Settlement Fund.

- b. **Other Payments.** Settlement Class Members shall be eligible to make claims and receive payments not to exceed 75% of the Net Aggregate Settlement Fund.

**Attorneys' Fees, Costs and Expenses Award**

6. **Award For Attorneys' Fees, Costs, and Expenses.** Class Counsel will seek approval by the Court of an Attorneys' Fee, Costs, and Expenses Award to Class Counsel be paid from the Aggregate Settlement Fund. Greenway agrees not to challenge any award of attorneys' fees on appeal, provided that Class Counsel seeks at most (a) full reimbursement of costs and expenses and (b) a fee not to exceed thirty-three percent (33%) of said Fund.

7. **Timing of Payment.** Any Attorneys' Fee, Costs, and Expenses Award entered by the Court in accordance with Paragraphs 6 and 8 shall be paid no later than thirty-five (35) days after the Court issues an order on a Motion for Attorneys' Fees, Costs, and Expenses. Any payment of Attorneys' Fees and Costs made pursuant to this Section shall be subject to the joint and several obligation of Class Counsel to make refunds or repayments to Greenway of any paid amounts, plus accrued earnings at then prevailing rate of interest in money market accounts, if the Settlement is terminated pursuant to the terms of this Settlement Agreement or fails to become effective for any reason, or if, as a result of any appeal or further proceedings on remand or successful collateral attack, the award of Attorneys' Fees and Costs is reduced or reversed by court order. Class Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after receiving notice of the termination of the Settlement, notice from a court of appropriate jurisdiction of the disapproval of the Settlement by court order or notice of any reduction or reversal of the award of Attorneys' Fees and Costs by court order. Each Class Counsel, on behalf of itself and

each partner and/or shareholder of such firm, agrees that (i) it and each of its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing this provision, (ii) it and its partners and/or shareholders shall be jointly and severally liable for the repayment of all Attorneys' Fees and Costs awarded by the Court and paid by Greenway, as well as accrued interest and (iii) the Court may, upon application of Greenway or Greenway's Counsel, summarily issue orders, including, without limitation, judgments and attachment orders, and may make appropriate findings of or sanctions for contempt against any law firm or any of its partners and/or shareholders should such law firm fail to timely repay Attorneys' Fees and Costs pursuant to this paragraph. Class Counsel further agree that in the event the full amount paid by to Fee Recipients plus accrued interest is not repaid within the time frame required by this paragraph, Class Counsel shall be responsible for all fees and costs incurred by Greenway in seeking and obtaining from Class Counsel such sums that remain unpaid.

8. **No Additional Obligation.** Apart from the payment of Class Notice and Administration Costs, Greenway shall have no further liability for attorneys' fees, or any costs of Plaintiffs, Class Counsel, or any Settlement Class Member.

#### **Establishment of the Aggregate Settlement Fund**

9. **Timing of Establishment.** Within ten (10) business days of the Effective Date, Greenway shall deposit the remainder of the Aggregate Settlement Fund into an account.

10. **Jurisdiction of the Court.** The Aggregate Settlement Fund shall be considered to be in *custodia legis* of the Court, and shall remain subject to the Court's jurisdiction until all claims against the Aggregate Settlement Fund are paid in accordance with this Agreement.

11. **Qualified Settlement Fund.** The Settling Parties agree to treat the Aggregate Settlement Fund at all times as a "qualified settlement fund" ("QSF") within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and United States Treasury

Regulations thereunder, including § 1.468B-1. On or before February 15 of the year following any calendar year in which Greenway transfers assets to the QSF, Greenway must prepare and provide to the administrator of the QSF a “Section 1.468B-3 Statement” that contains: (1) a title identifying it as a Section 1.468B-3 Statement; (2) Greenway’s name, address, and employer identification number; (3) the QSF’s name, address, and employer identification number; (4) the amount of any funds transferred; and (5) the date of such transfer. All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Aggregate Settlement Fund (including any taxes or tax detriments that may be imposed upon Greenway or Greenway’s Counsel with respect to income earned by the Aggregate Settlement Fund for any period during which the Aggregate Settlement Fund does not qualify as a “qualified settlement fund” for the purpose of federal or state income taxes (“Taxes”)) shall be paid out of the Aggregate Settlement Fund to the relevant taxing authority, or if Greenway has already paid such taxing authority, to Greenway, without the necessity of any order of the Court. The Class Administrator shall retain adequate reserves for this purpose. Neither Greenway nor Greenway’s Counsel shall have any obligation, liability, or responsibility for Taxes or Tax Expenses. Rather, the Aggregate Settlement Fund shall pay all Taxes and Tax Expenses not to exceed \$50,000 and indemnify and hold Greenway and Greenway’s counsel harmless for such Taxes and Tax Expenses (including, without limitation, such Taxes or Tax Expenses payable by reason of any such indemnification). The Settling Parties agree to cooperate with one another, and their respective attorneys and accountants, as is reasonably necessary to carry out this Paragraph 11.

12. **Acknowledgement.** The Parties acknowledge and agree that the Aggregate Settlement Fund is established solely to compromise the damages claims asserted by Settlement Class Members in the Class Actions and for no other purpose.

### **Preliminary and Final Approval**

13. On or before July 2, 2021, Plaintiffs shall file in the Court a motion for preliminary approval of the Settlement, and supporting memoranda, and will share a draft of the motion and memoranda before filing. The Settling Parties shall request that, within the timeframe set forth herein, and in accordance with Rule 23 of the Federal Rules of Civil Procedure, the Court: (a) certify the Settlement Class; (b) appoint Class Counsel; (c) appoint the Class Administrator; (d) establish the time periods and deadlines for Class Notice, Opt-outs, Objections, and a Final Fairness Hearing; and (e) hold the Final Fairness Hearing. Following an order of preliminary approval, Plaintiffs then shall file a motion for final approval of the Settlement, and supporting memoranda, and will share a draft of the motion and memoranda before filing. The Settling Parties shall request that the Court; (a) approve the Settlement, including the Plan of Payment; and (b) enter the Judgment and the Attorneys' Fee, Costs, and Expenses Award.

### **Initial Determination of Automatic Payments**

14. **Formula for Determination of Automatic Claims.** The Class Administrator shall make an initial determination of Automatic Payments to Settlement Class Members who paid for Intergy or Prime Suite according to the following formula ("the Initial Automatic Payment Formula"):

A divided by B, the resulting quotient then multiplied by the sum of C plus D, or expressed mathematically:

$\left(\frac{A}{B}\right) \times (C + D)$  where:

- **A** is calculated as (.25 x (the Net Aggregate Settlement Fund) + interest income accrued thereon minus any taxes, as referenced in Paragraph 11, which are generated as a result of such interest income);

- ***B*** is the total number of units aggregated over the Class Period and is calculated by the sum of ***C*** plus ***D*** for all Settlement Class Members;
- For each Settlement Class Member, ***C*** is the number of years (or any portion thereof) between 2010 and 2017 that the individual Settlement Class Member was a Greenway customer; and
- For each Settlement Class Member, ***D*** is the number of years (or any portion thereof) between 2018 and 2020 that the individual Settlement Class Member was a Greenway customer multiplied by 1.5.

15. **Greenway's provision of data to the Class Administrator.** Within 10 days after the execution of this agreement or the joint selection of a Class Administrator, Greenway shall provide the Class Administrator with a copy of the data in its possession necessary for the calculation of Class Member payments for the Initial Automatic Payment. The data provided by Greenway shall be in a structured format that permits execution of a formula across the entire dataset.

16. **Greenway Declaration Regarding Data Set.** Greenway represents that the data set described in the preceding paragraph includes the reasonably available business records identifying its customers by year.

17. **Class Administrator's Calculation of the Initial Automatic Payments.** After receiving the data set provided by Greenway, the Class Administrator shall immediately implement the formula across the data set and provide a data file to Greenway and Plaintiffs' counsel that states for each known member of the Class: (1) the name of the business entity, (2) the GID of the customer, (3) the value of the variable ***C*** for the Class Member, (4) the value of the variable ***D*** for the Class Member, (5) the reasonably available email addresses (if any) for each



customer, and (6) the reasonably available mailing addresses (if any) for each customer. The Class Administrator must provide this information no later than 7 days after receipt of the data by Greenway, but will endeavor to provide it sooner, if possible. Absent any corrections based on comments by Greenway or Plaintiffs' counsel, the data file shall serve as the basis for pre-populating claims forms (as described below).

### **Class Notice and Administration**

18. **Class Administration.** The Settling Parties have selected Angeion Group as the Class Administrator.

19. **Costs of Administration.** Greenway will pay all reasonable Class Notice and Administration Costs separate and apart from the Aggregate Settlement Fund. Within ten (10) business days after the Preliminary Approval Order is entered, to facilitate the payment of Class Notice and Administration Costs, Greenway shall deposit \$150,000 into an interest-bearing account to be created by the Class Administrator. Any money in this account not used for payment of Class Notice and Administration Costs shall be returned to Greenway.

20. **Notice to Settlement Class Members.** On the date to be set by the Court in the Preliminary Approval Order, which date the Settling Parties will request be twenty-one (21) days after the Preliminary Approval Order is entered, the Class Administrator shall:

- a. Provide by First Class U.S. Mail, which the Parties agree is the most efficient, practical, and economical manner available, the Notice, each Settlement Class Member's Global Identification Number, and a pre-populated claim form to each person that Class Counsel and Greenway's Counsel agree, based on an examination of Greenway's records is a Settlement Class Member. This includes Channel Partner end user customers for whom Greenway has current contact information. The

proposed questions to be included in a claim form are attached hereto as Exhibit B. The Parties agree that the claim form will have reasonable font size and be reasonably legible and useable. The Parties also agree that reasonable instructions will be included in the notice with the final claim form.

- b. Provide by email notice (and one reminder notice) to all Settlement Class Members for whom Greenway has email addresses the same information set forth in paragraph 17.
- c. Provide by First Class Mail and email notice to Greenway Channel Partners (whom Greenway will identify and for whom Greenway will provide contact information to the Class Administrator) the Notice, requesting that those Channel Partners forward that Notice to their end user customers who used an EHR during the Class Period.
- d. Provide publication notice to Settlement Class Members in the following publication selected as appropriate by the Class Administrator: *USA Today*.
- e. Make the Notice available at a dedicated website, and shall make this Agreement, the Complaints in this Action, the Pulmonary Action, and the Valley Action, and Greenway's Answers in this Action and the Pulmonary Action, available at such website, along with answers to "frequently asked questions," the questions and answers to which shall be agreed to by the Settling Parties. The dedicated website shall permit each Settlement Class Member to download the Class Notice. The dedicated website also shall allow each Settlement Class Member to use the Global Identification

Number to access an electronic copy of his or her pre-populated claim form available on the website, correct pre-populated data, and file claims online in lieu of by U.S. Mail.

21. **Channel Partners.** Before the Class Administrator sends the Notice to Settlement Class Members, Greenway will send an email communication to its Channel Partners, notifying them that the Class Administrator will send them the Notice, request that they forward the Notice to their end users who used an EHR during the Class Period, and request that those Channel Partners notify their end users that they may be Settlement Class Members and, if so, they should review the Class Notice and Claim Form on the website to be established by the Class Administrator and follow the directions on the website for providing information and making a claim.

22. **Approval of Notice.** The Notice is subject to prior approval by the Court as satisfying the adequacy and due process requirements of Rule 23 of the Federal Rules of Civil Procedure.

23. **Undeliverable Notice.** If the Notice sent pursuant to Paragraph 20(a) is returned as undeliverable or the information necessary for sending such notice for a Settlement Class Member is unavailable, the Class Administrator will make a good faith attempt to locate Settlement Class Members, including through the National Change of Address database.

24. **Provision of Agreement and Pleadings Upon Request.** The Class Administrator also shall provide a copy of this Agreement and any pleadings filed in the Class Actions to Settlement Class Members upon request.

### **Objection and Opt-Out Period**

25. The deadline for Settlement Class Members to object to the Settlement or to opt out of the Settlement Class (the “Objection and Opt-Out Period”) shall be sixty (60) days after the sending of the Notice pursuant to Paragraph 20(a) above. This shall be the same deadline for objecting to the requested Attorneys’ Fee, Costs, and Expenses by Class Counsel.

### **Final Fairness Hearing and Final Approval of Settlement**

26. **Timing of Hearing.** The Final Fairness Hearing will be scheduled at the Court’s convenience but on a date as near as possible to, but not earlier than, thirty (30) days after the Objection and Opt-Out Period expires.

27. **Content and Filing of Objections.** Any objection or petition to intervene in the Action by a Settlement Class Member must be in writing, filed with the Court, and served on Class Counsel and Greenway’s Counsel, no later than sixty (60) days after the date the Notice is distributed. It must include: (1) the Settlement Class Member’s name, address, telephone number, and a statement of whether the Settlement Class Member or his or her attorney will appear at the Final Fairness Hearing; (2) proof that the objector or proposed intervener is a Settlement Class Member; (3) a statement of each objection being made; (4) a description of the facts underlying each such objection; (5) a description of the legal authorities underlying each such objection, if any; (6) a list of witnesses who may be called to testify at the Final Fairness Hearing, either live, by deposition, or by affidavit, if any; and (7) a list of exhibits, along with copies of such exhibits, that the objector may offer during the Final Fairness Hearing, if any.

28. **Appearance at Final Fairness Hearing.** Any Settlement Class Member who files and serves a timely, written objection pursuant to Paragraph 25 indicating its intent to appear at the Final Fairness Hearing may do so, either *pro se* or by counsel (at its own expense), and show

cause as to why (a) all terms of this Agreement should not be approved as fair, reasonable, and adequate; or (b) the Judgment should not be entered. If a Settlement Class Member or its attorney has not stated in its written notice of objection pursuant to Paragraph 25 above that it intends to appear at the Final Fairness Hearing, but later decides that it intends to do so, the Settlement Class Member must file with the Court, and serve on Class Counsel and Greenway's Counsel, a written notice stating its intent to do so, no later than seventy-five (75) days after the Notice is distributed.

29. **Appearance by Attorney.** Any Settlement Class Member who retains an attorney to prepare a written objection or notice to appear at the Final Fairness Hearing must, in addition to the requirements stated in Paragraph 27 and 28 above, state the following in the written objection or notice of intent to appear at the Final Fairness Hearing: (1) set forth the attorney's experience with class actions; (2) if the attorney has represented objectors in a class action, then the attorney must detail the disposition or effect that any such objection had on each class action case and how much the attorney was paid for the representation of each objector in each class action case; and (3) even if the Settlement Class Member employs an attorney to prepare a written objection, the Settlement Class Member must sign the written objection personally as an attestation that the Settlement Class Member reviewed and discussed the written objection with his or her attorney.

30. **Failure of Compliance.** Any Settlement Class Member who fails to comply with the provisions of Paragraphs 25 to 29 shall waive and forfeit any and all rights he or she otherwise may have to object to the Settlement or to appear at the Final Fairness Hearing, and shall be bound by this Agreement and by all proceedings, orders, and judgments in the Action.

31. **Objectors Entitled to Settlement Benefits.** Any Settlement Class Member who objects to the Settlement nevertheless shall be entitled to all benefits of the approved Settlement.

32. **Motion for Final Approval and Opposition to Objections.** Plaintiffs shall file a motion, along with memoranda, supporting final approval of the Settlement no later than fourteen (14) days before the Final Fairness Hearing.

33. **Motion for Attorneys' Fees, Costs, and Expenses.** Class Counsel may file a motion for Attorneys' Fees, Costs, and Expenses no later than thirty (30) days after preliminary approval.

34. **Judgment.** The Settling Parties shall request that the terms of this Agreement be incorporated into the Judgment.

**Plan of Payment and Distribution of the Settlement Fund**

35. **Administration by Class Administrator.** Once the Aggregate Settlement Fund is tendered to the Class Administrator pursuant to Paragraph 9 above, the Class Administrator shall administer the Settlement Fund. Only the Class Administrator may disburse money from the Aggregate Settlement Fund. The Class Administrator shall not disburse any money from the Aggregate Settlement Fund except as provided by this Agreement, by order of the Court, or by joint written instructions of Class Counsel and Greenway's Counsel. Greenway and Greenway's Counsel are not responsible for, and shall not have any liability for, the administration of the Aggregate Settlement Fund. The Settling Parties shall cooperate to promote reliable and accurate claim administration.

36. **Claim Submission/Proof of Claim.** A Settlement Class Member who wishes to make a claim for the Other Payments as set forth in paragraph 38 shall submit a Proof of Claim, either by U.S. Mail using the pre-populated claim form provided with the Notice, or online by utilizing the dedicated website maintained by the Class Administrator to access an electronic copy of that Class Member's pre-populated claim form, which may be obtained by utilizing the Settlement Class Member's Global Identification Number. In either case, to receive the Other

Payments, the Settlement Class Member must submit a claim form within the Claim Period that satisfies the eligibility rules set forth below.

- a. The claim form shall include the Settlement Class Member's name, current address, and Global Identification Number.
- b. The claim form shall include the number of years that the Settlement Class Member was a Greenway customer with Intergy or Prime Suite for the time period between 2010 and the present. For these purposes, a partial year shall be treated as a full year.
- c. The information required in subsections (a) through (b) of this Paragraph may already be reflected on the pre-populated claim form a Class Member receives by U.S. Mail or accesses online at the dedicated website. If a Settlement Class Member wishes to correct any pre-populated information, that Settlement Class Member must provide proposed corrected information to the Claims Administrator on the claim form that Settlement Class Members submits by no later than sixty (60) days after notice is sent.
- d. The Class Administrator shall not consider any Proof of Claim received after the expiration of the Claim Period, provided that there is an opportunity to cure rejected claims that were submitted within the Claim Period (as described below).
- e. The Class Administrator shall reject any Proof of Claim that does not satisfy all of subsections (a) through (b) of this Paragraph 36. All disputes regarding whether a Proof of Claim satisfies the requirements of this Paragraph 36 shall be

resolved by agreement of Class Counsel and Greenway's Counsel, or failing such agreement, by the Court.

37. **Determination of Claims.** Within twenty-one (21) days of the conclusion of the Claim Cure Period (described below), the Class Administrator shall determine: (i) whether each Settlement Class Member's Proof of Claim (for those Settlement Class Members who submit claims) complies with Paragraph 36 above, and (ii) the Automatic Payment and the Other Payments for each Settlement Class Member, as applicable, in accordance with Paragraphs 14 and 42. The Class Administrator promptly shall give notice to Class Counsel and Greenway's Counsel of its determinations.

38. **Eligibility Rules for Other Payments.** The Class Administrator shall process claims forms to make eligibility determinations for the five categories of Other Payments according to the following rules:

a. **Ineligibility for Class Members Who Do Not Submit a Claim Form.**

Any Class Member who does not submit a Claim Form is only eligible for an Automatic Payment and is not eligible for any Other Payment.

b. **Ineligibility for Unverified Claims.** Any Class Member that submits a claim form that does not answer "Yes" to the verification question is ineligible for receipt of any Other Payment.

c. **Ineligibility for Incomplete General Responses.** Any Class Member that submits a claim form that does not provide responses to the General Questions section is ineligible for receipt of any Other Payment.



d. **Eligibility Rules for Claims for Additional Burdens on Government**

**Program Participation.** A Class Member has submitted an eligible claim

for additional burdens on government program participation if and only if:

- i. The claim form selects Prime Suite or Intergy as the EHR in response to question 6 in the General Questions section.
- ii. The claim form includes answers to the section on Claims for Additional Burdens on Government Program Participation.
- iii. The answer to question 1 in the section on Claims for Additional Burdens on Government Program Participation is Yes.
- iv. The answer to question 2 in the section on Claims for Additional Burdens on Government Program Participation is Yes.
- v. The estimate provided in response to question 2.a in the section on Claims for Additional Burdens on Government Program Participation exceeds 20 hours.

e. **Eligibility Rules for Claims for Lost Medicaid Promoting**

**Interoperability Payments.** For each provider identified in the section of

the claim form on Claims for Lost Medicaid Promoting Interoperability

Payments, a Class Member has made an eligible claim for lost Medicaid

Promoting Interoperability Payments identified if and only if:

- i. The claim form selects Prime Suite or Intergy as the EHR in response to question 6 in the General Questions section.
- ii. The claim form includes answers to the section on Claims for Lost Medicaid Promoting Interoperability Payments.

- iii. The answer to question 1 on the section of the claim form on Claims for Lost Medicaid Promoting Interoperability Payments identifies the number of prior payments as 1, 2, 3, 4, or 5.
  - iv. The answer to question 1.a on the section of the claim form on Claims for Lost Medicaid Promoting Interoperability Payments is Yes.
  - v. The answer to question 1.b on the section of the claim form on Claims for Lost Medicaid Promoting Interoperability Payments is Yes, and is accompanied by documentation substantiating the Medicaid volume for that year; or the claimant cites to a valid reason (such as an applicable exception based on specialty) why the 30% threshold would not apply.
  - vi. The claimant provides adequate responsive supporting documentation for the provider in response to question 2 on the section of the claim form on Claims for Lost Medicaid Promoting Interoperability Payments.
- f. **Eligibility Rules for Claims for MIPS Adjustments.** For each provider identified in the section of the claim form on Claims for MIPS Adjustments, a Class Member has made an eligible claim for MIPS Adjustments identified if and only if:
- i. The provider is not identified on Greenway's list of providers for whom Greenway obtained relief via the Compromised Data Exception. Greenway will provide this list to Plaintiffs' counsel and

the Class Administrator. Greenway hereby represents that the information was maintained in the normal course of business by employees with knowledge of the Compromised Data Exception.

- ii. The claim form selects Prime Suite or Intergy as the EHR in response to question 6 in the General Questions section.
  - iii. The claim form includes answers to the section on Claims for MIPS Adjustments.
  - iv. The answer to question 1 on the section of the claim form on Claims for MIPS Adjustments is Yes.
  - v. The claimant provides adequate responsive supporting documentation for the provider in response to question 1.a on the section of the claim form on Claims for MIPS Adjustments.
- g. **Eligibility Rules for Claims for Data Retrieval Expenses.** A Class Member has made an eligible claim for Data Retrieval Expenses if and only if:
- i. The claim form selects Prime Suite, Intergy, SuccessEHS, or other in response to question 6 in the General Questions section.
  - ii. The answer to question 1 in the section of the claim form on Claims for Data Retrieval Expenses and/or Switching Costs is Yes.
  - iii. The answer to question 1.a. in the section of the claim form on Claims for Data Retrieval Expenses and/or Switching Costs is within the Class Period.

- iv. The answer to question 2 in the section of the claim form on Claims for Data Retrieval Expenses and/or Switching Costs is Yes.
- h. **Eligibility Rules for Claims for Switching Costs.** A Class Member has made an eligible claim for Switching Costs unrelated to Data Retrieval Expenses if and only if:
  - i. The claim form selects Prime Suite or Intergy in response to question 6 in the General Questions section.
  - ii. The answer to question 1 in the section of the claim form on Claims for Data Retrieval Expenses and/or Switching Costs is Yes.
  - iii. The answer to question 1.a. in the section of the claim form on Claims for Data Retrieval Expenses and/or Switching Costs is on or after October 2018.
  - iv. The answer to question 3 in the section of the claim form on Claims for Data Retrieval Expenses and/or Switching Costs is Yes.
  - v. The answer to question 4 in the section of the claim form on Claims for Data Retrieval Expenses and/or Switching Costs identifies a new EHR.
  - vi. The answer to question 5 in the section of the claim form on Claims for Data Retrieval Expenses and/or Switching Costs identifies a number of providers.

**39. Notice and Opportunity to Cure for Rejected Claims.** When the Class Administrator determines a claimant is not eligible, it shall send an email to the email address listed on the claim form that states what aspect of the claim was rejected and the reason why. The

email shall give the claimant 21 days after the date of the email to supplement the claim form. If the claim form is not corrected with qualifying information within this window, the claim determination is finalized. If the claim form is timely corrected with qualifying information, the eligibility determination shall be revised.

40. **Formulae for Determination of the Maximum Possible Value of Other Payments.** After the eligible claims for Other Payments are determined, the Class Administrator will multiply a maximum value by the number of each category of eligible claims, according to the following rules, to calculate a total value for each category of eligible Other Payments:

- a. For claims for additional burdens on government program participation, the Class Administrator shall multiply the total number of eligible per-provider claims by \$1,000.
- b. For claims for lost Medicaid Promoting Interoperability payments, the Class Administrator shall multiply the total number of eligible per-provider claims by \$8,500.
- c. For claims for MIPS adjustments, the Class Administrator shall multiply the total number of eligible per-provider claims by \$800.
- d. For claims for Data Retrieval Expenses, the Class Administrator shall multiply the total number of eligible per-customer claims by \$1,500.
- e. For claims for Switching Costs, the Class Administrator shall multiply the total number of eligible per-provider claims by \$500.

41. **Formulae for Determination of Any Pro Rata Reduction of Other Payments.** After calculating the total maximum value of each category of eligible claims for Other Payments, the Class Administrator shall sum those values to determine the total maximum value of Other

Payments. If this Total Maximum Other Payment Summation yields a dollar amount that exceeds 75% of the Net Aggregate Settlement Fund, then the Class Administrator shall calculate the percentage excess (i.e. (75% of the Net Aggregate Settlement Fund plus interest) / (Total Maximum Other Payment Summation)). Each eligible claim for Other Payment must then be reduced by this percentage excess to ensure that the available funds are distributed similarly. If the percentage excess calculation is greater than or equal to 1, then the fund is not oversubscribed and no reduction need occur because there will be Unclaimed Other Payment Funds. In that event, any Unclaimed Other Payment Funds are added to the final calculation for the determination of Automatic Payments, described below.

42. **Final Determination of Claims.** The Class Administrator shall determine the Final Payment for each Settlement Class Member who paid for Intergy or Prime Suite. For purposes of determining the Final Automatic Payment pursuant to the formula set forth in Paragraph 14 above:

- *A* shall be adjusted to reflect the actual amounts added to and subtracted from the Aggregate Settlement Fund for (1) interest income and taxes on such income, (2) any remaining Unclaimed Other Payment Funds, and (3) the amount actually allowed by the Court for the Attorney's Fee, Costs, and Expenses Award.
- *C* and *D* shall be adjusted to reflect any valid corrective or supplemental data provided in response to the Questions Related to Automatic Payments section of the claim form.

43. **Distribution of Settlement Fund.** After all valid claims are determined and the Settlement is approved after the Final Fairness Hearing, but in no event later than thirty-five (35) days after the Effective Date, the Class Administrator shall distribute money from the Aggregate

Settlement Fund, in accordance with its Final Payment determination referenced in Paragraphs 40-42 above, to the Settlement Class Members who have not opted out. All available funds will be distributed to the Settlement Class Members.

44. **Unclaimed settlement funds; subsequent distribution(s); cy pres.** Settlement checks must be deposited within 60 days. In the event there are more than \$100,000 in unclaimed funds, the Class Administrator will distribute funds pro rata (i.e., in proportion to initial payments) to all Settlement Class Members other than those who did not deposit their settlement checks initially. After two additional distributions or when \$100,000 or less in unclaimed funds remains (whichever comes first), the Class Administrator shall deliver the unclaimed funds to a non-profit organization dedicated to serving healthcare providers or patients or public health, to be agreed upon by the Parties, as cy pres.

#### **Effective Date**

45. The “Effective Date” shall be the first business day after the deadline for filing an appeal of the Court’s Judgment, if no appeal has been filed therefrom. If an appeal has been filed, the Effective Date shall be ten (10) days after 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 affirmation is no longer subject to further appeal or review.

#### **No Admission of Liability**

46. Greenway denies any and all liability in the Class Actions. By entering into and complying with this Agreement, Greenway is not admitting any liability to Plaintiffs, any Settlement Class Member, or any other person or entity, or the truth of any allegations or circumstances. Greenway further is not waiving any claim, defense, or affirmative defense, except as expressly provided in this Agreement.

**Release**

47. **Scope of Release.** As of the Effective Date, the Releasing Parties, and each of them, shall be deemed to have fully released and forever discharged the Released Parties from the Released Claims.

48. **Release Binding Regardless of Circumstances.** The Releasing Parties may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the Released Claims, or the law applicable to the Released Claims may change. Nonetheless, each of the Releasing Parties acknowledges that he or she has waived and fully, finally, and forever settled and released all of the Released Claims, (a) whether or not such Released Claims were concealed or hidden, and without regard to subsequent discovery of different or additional facts or subsequent changes in the law; and (b) even if he or she never receives actual notice of the Settlement, never submits a Proof of Claim, or never receives a distribution from the Aggregate Settlement Fund.

49. **Covenant Not to Sue.** Upon final approval of the Settlement and exhaustion of any appeals therefrom, Plaintiffs agree not to prosecute, and immediately to withdraw with prejudice from, any proceeding against any Released Party with respect to any of the Released Claims or any of the actions taken by a Released Party that are authorized or required by this Agreement or by the Judgment. The Court shall retain jurisdiction to enforce the Judgment, Releases, and agreements contemplated by this Settlement and by the Judgment.

50. **Greenway's Release of Claims Against Plaintiffs.** Greenway releases Plaintiffs from any and all claims Greenway has against Plaintiffs (together with their current and former parent corporations; direct and indirect subsidiaries; brother or sister corporations; affiliates; divisions; and current or former corporate owners) as of the date of this Agreement, whether known or unknown, and whether or not such claims were concealed or hidden, and without regard to



subsequent discovery of different or additional facts or subsequent changes in the law. Upon final approval of the Settlement and exhaustion of any appeals therefrom, Greenway agrees not to prosecute, and immediately to withdraw with prejudice from, any proceeding against any Plaintiffs with respect to any claim covered by the release in this paragraph. The Court shall retain jurisdiction to enforce the Judgment, Releases, and agreements contemplated by this Settlement and by the Judgment.

### **Termination of Agreement**

51. **Non-Approval of Settlement.** This Agreement may be terminated by either Settling Party by giving notice to counsel for the other Settling Party and the Court within ten (10) days after any of the following occurs:

- a. The Court declines to certify the Settlement Class; or
- b. The Court declines to approve the Settlement, or an appellate court reverses the Court's approval of the Settlement; or
- c. The Court modifies, amends, incorporates into, or deletes or strikes from, the Preliminary Approval Order, the Judgment, or this Agreement, any provision which a Settling Party in good faith regards as material.

52. **Effect of Termination.** If this Agreement is terminated, then: (a) this Agreement shall be void; (b) this Agreement and all negotiations and proceedings relating thereto shall be of no force or effect, without prejudice to the rights of the Settling Parties; (c) any order modifying the definition of the Settlement Class shall be void; (d) any class certification order shall be void; (e) the operative complaint to be filed on July 2, 2021 and Consolidated Answer shall be void; (f) the Settling Parties shall be deemed to have reverted to their respective status in the Class Actions as of June 8, 2021, and as if this Agreement and any related orders had never been executed, entered into, or filed; (g) the Settling Parties shall not seek to recover from one another any costs

incurred in connection with this Agreement; (h) Greenway shall be relieved of any further obligation to fund the Aggregate Settlement Fund, and (i) any money in the Aggregate Settlement Fund (including interest) shall revert to Greenway, and the Class Administrator promptly shall pay any such money to Greenway. Greenway, however, shall have no right to seek reimbursement from Plaintiffs or any Settlement Class Member for any funds already distributed for any Class Notice and Administration Costs.

53. **Use of Agreement in Future Proceedings.** Nothing in this Agreement is intended, or will be construed, to limit a Settling Party's right to use or offer this Agreement in evidence in any action or proceeding in any court or other tribunal to enforce or implement its terms, to support or defend the Settlement, including on any appeal from the Judgment, or to enforce or assert a claim or defense of *res judicata*, collateral estoppel, claim or issue preclusion, settlement, release, merger and bar, or any similar claim or defense.

### **General Provisions**

54. **Stay of Pulmonary Action and Valley Action.** The Northern District of Georgia administratively terminated the Pulmonary Action and Valley Action following the Parties notice of settlement. The Parties shall cooperate in good faith to ensure all actions are consolidated for settlement before the Middle District of Florida.

55. **CAFA Notification.** Greenway shall be responsible for providing the required CAFA notification of the Settlement to appropriate state and federal agencies within ten (10) days of submission of the Settlement to the Court for preliminary approval. Greenway may, at its option and expense, enlist the assistance of the Class Administrator in providing CAFA notification.

56. **Notice.** Greenway shall give notice to Plaintiffs by hand delivery, next day delivery, U.S. Mail delivery, or electronic mail delivery of written notice to Class Counsel. Plaintiff shall

give notice to Greenway by hand delivery, next day delivery, U.S. Mail delivery, or electronic mail delivery of written notice to Greenway's Counsel.

57. **Arms-Length Negotiations.** The Settling Parties reached this Settlement after arms-length negotiations with several days of assistance from an experienced, Court-appointed mediator.

58. **Class Discovery and Due Diligence.** Plaintiffs and Class Counsel agree to work together cooperatively to exchange information as reasonably needed.

59. **Supplemental Agreement:** Pursuant to Fed. R. Civ. P. 23(e)(3), the Parties agree to file *in camera* or under seal in the Middle District of Florida a supplemental confidential agreement in a form to be agreed on by the Parties addressing: (a) a threshold for opt-outs, whereby Greenway would have the right to terminate the settlement if the opt-outs exceed that threshold; and (b) Greenway's financial condition. The Parties have no other side agreements in connection with this Settlement.

60. **Confidentiality; Communications to Media and Public:**

a. Greenway retains the right to communicate with and respond to inquiries from Settlement Class Members orally and/or in writing within the normal course of business, although Greenway will instruct its employees and agents to direct inquiries about the Settlement to the Class Administrator. Greenway also retains the right to distribute an initial public communication about the proposed Settlement at the time when a motion for preliminary approval is filed. Nothing herein shall prohibit communications by Class Counsel with Settlement Class Members about the Settlement.

b. The Parties agree that Plaintiffs and Class Counsel shall not issue a press release or post a release on the internet concerning this Settlement without Greenway's

review and approval, which Greenway will not withhold unreasonably; provided, however, that following entry of the Final Order and Judgment approving the Settlement, Class Counsel shall be permitted to publish public information relating to the Class Action on their website and in their firm brochure.

c. If any media outlet contacts any Party, Class Counsel, or Greenway's Counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed upon by all parties, no information will be provided in response to such inquiries except to the extent such information appears as part of the public record. The Plaintiffs, Greenway, and their counsel agree not to disparage one another as part of any such publicity. Nothing in this Settlement Agreement prevents the Parties or the Released Parties from making any disclosures required to effectuate this Settlement Agreement or from making any disclosures required by law, rule or regulation, professional standard, or contractual obligation.

61. **Deadlines.** Any deadline herein that falls on a Saturday or Sunday, or legal holiday as defined in the Federal Rules of Civil Procedure, will carry over to the next business day.

62. **Entire Agreement; Construction.** This Agreement, together with the Supplemental Agreement referenced in Paragraph 59, constitutes the entire agreement between and among the Settling Parties with respect to the Settlement. This Agreement shall not be construed more strictly against one party than another merely because it may have been prepared by counsel for one of the Settling Parties, it being recognized that, because of the arm's length negotiations resulting in this Agreement, both Settling Parties have contributed materially to the preparation of this Agreement. This Agreement supersedes all prior negotiations and agreements, and may not be modified or amended except by a writing signed by the Settling Parties or their

respective counsel. All captions used in this Agreement are for reference and convenience only, and shall not be used for interpretation.

63. **No Inducements.** Each Settling Party warrants that he or it is acting on his or its independent judgment and upon the advice of his or its own counsel, and not in reliance upon any warranty or representation, express or implied, of any nature or kind, by any other person or entity, except as expressly set forth in this Agreement.

64. **No Encouragement to Opt Out Of, Object To, Violate, or Terminate Agreement.** The Settling Parties, Class Counsel, and Greenway's Counsel shall not engage in any conduct or make any statements: (a) to encourage, promote, or solicit Settlement Class Members or their counsel to opt out of the Settlement Class or to object to the Settlement, or (b) to facilitate, induce, or cause the non-fulfillment of a condition or the occurrence of an event giving rise to a Settling Party's right to terminate this Agreement. This provision does not preclude Class Counsel from referring class members to independent counsel as appropriate.

65. **Binding Agreement; No Third Party Beneficiaries.** This Agreement shall be binding upon, and shall inure to the benefit of, the Settling Parties, the Settlement Class Members, the Releasing Parties, and the Released Parties. Except as provided in the foregoing sentence, nothing in this Agreement is intended to create any legally enforceable rights in any other person or to make any other person a beneficiary of this Agreement.

66. **Cooperation; Further Assurances.** The Settling Parties, Class Counsel, and Greenway's Counsel: (a) acknowledge that it is their intent to consummate this Agreement; (b) shall cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, and shall exercise their best efforts to accomplish the terms and

conditions of this Agreement; and (c) shall execute all documents and perform all additional acts necessary and proper to effectuate the terms of this Agreement.

67. **Florida Law Applicable.** This Agreement shall be construed, enforced, and administered in accordance with the laws of the State of Florida, without reference to its conflict of laws principles.

68. **Jurisdiction of Court.** All Settling Parties and Settlement Class Members submit to the continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of, or relating to, this Agreement. Any disputes arising out of, or related to, the interpretation, implementation, administration, and enforcement of this Agreement will be made by motion to the Court.

69. **Attorneys' Fees.** The prevailing Settling Party in any action for breach of this Agreement shall be entitled to an award of reasonable attorney's fees and costs.

70. **No Assignment of Claims.** No Settlement Class Member will assign, or attempt to assign, to any persons any rights or claims related to the subject matter of the Class Actions, including any settlement proceeds. Any such assignment, or attempt to assign, to any person any rights or claims related to the subject matter of the Class Actions, including any settlement proceeds, will be void, invalid, and of no force and effect, and the Class Administrator will not recognize any such action.

71. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Settling Parties have caused this Agreement to be executed by their duly authorized representatives.

GREENWAY HEALTH, INC. and  
GREENWAY HEALTH, LLC

BY: Karen Mulroe  
PRINTED: Karen Mulroe  
TITLE: General Counsel  
DATE: July 2, 2021

ALTAMONTE PEDIATRIC ASSOCIATES,  
P.A.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PULMONARY ASSOCIATES OF  
CHARLESTON PLLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NEUROSURGICAL SPECIALISTS OF  
WEST COUNTY, INC.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

MEDLOCK PEDIATRICS, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

C.R. MAGNESS, M.D.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
DATE: \_\_\_\_\_

VALLEY OB-GYN CLINIC, P.C.


BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties have caused this Agreement to be executed by their duly authorized representatives.

GREENWAY HEALTH, INC. and  
GREENWAY HEALTH, LLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ALTAMONTE PEDIATRIC ASSOCIATES,  
P.A.

BY:  \_\_\_\_\_  
PRINTED: Wayne So Jern, MD  
TITLE: CEO  
DATE: 7/1/21

PULMONARY ASSOCIATES OF  
CHARLESTON PLLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NEUROSURGICAL SPECIALISTS OF  
WEST COUNTY, INC.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

MEDLOCK PEDIATRICS, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

C.R. MAGNESS, M.D.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
DATE: \_\_\_\_\_

VALLEY OB-GYN CLINIC, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



IN WITNESS WHEREOF, the Settling Parties have caused this Agreement to be executed by their duly authorized representatives.

GREENWAY HEALTH, INC. and  
GREENWAY HEALTH, LLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ALTAMONTE PEDIATRIC ASSOCIATES,  
P.A.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PULMONARY ASSOCIATES OF  
CHARLESTON PLLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

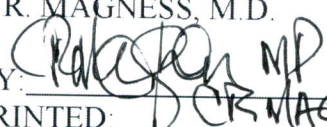
NEUROSURGICAL SPECIALISTS OF  
WEST COUNTY, INC.

BY: \_\_\_\_\_  
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TITLE: \_\_\_\_\_  
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MEDLOCK PEDIATRICS, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

C.R. MAGNESS, M.D.

BY:  \_\_\_\_\_  
PRINTED: C.R. MAGNESS  
DATE: 7-1-21

VALLEY OB-GYN CLINIC, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

IN WITNESS WHEREOF, the Settling Parties have caused this Agreement to be executed by their duly authorized representatives.

GREENWAY HEALTH, INC. and  
GREENWAY HEALTH, LLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ALTAMONTE PEDIATRIC ASSOCIATES,  
P.A.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PULMONARY ASSOCIATES OF  
CHARLESTON PLLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NEUROSURGICAL SPECIALISTS OF  
WEST COUNTY, INC.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

MEDLOCK PEDIATRICS, P.C.

BY: KR  
PRINTED: Kathy Benson  
TITLE: President  
DATE: 7/1/21

C.R. MAGNESS, M.D.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
DATE: \_\_\_\_\_

VALLEY OB-GYN CLINIC, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

IN WITNESS WHEREOF, the Settling Parties have caused this Agreement to be executed by their duly authorized representatives.

GREENWAY HEALTH, INC. and  
GREENWAY HEALTH, LLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

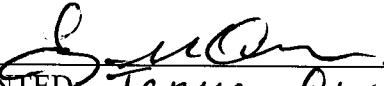
ALTAMONTE PEDIATRIC ASSOCIATES,  
P.A.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PULMONARY ASSOCIATES OF  
CHARLESTON PLLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NEUROSURGICAL SPECIALISTS OF  
WEST COUNTY, INC.

BY:   
PRINTED: Tanya Quinn M.D.  
TITLE: Partner  
DATE: 7/1/21

MEDLOCK PEDIATRICS, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

C.R. MAGNESS, M.D.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
DATE: \_\_\_\_\_

VALLEY OB-GYN CLINIC, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

IN WITNESS WHEREOF, the Settling Parties have caused this Agreement to be executed by their duly authorized representatives.

GREENWAY HEALTH, INC. and  
GREENWAY HEALTH, LLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ALTAMONTE PEDIATRIC ASSOCIATES,  
P.A.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PULMONARY ASSOCIATES OF  
CHARLESTON PLLC

BY: Kenny Marshall  
PRINTED: DEVIN MARSHALL  
TITLE: CEO  
DATE: 7/2/2021

NEUROSURGICAL SPECIALISTS OF  
WEST COUNTY, INC.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

MEDLOCK PEDIATRICS, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

C.R. MAGNESS, M.D.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
DATE: \_\_\_\_\_

VALLEY OB-GYN CLINIC, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**IN WITNESS WHEREOF**, the Settling Parties have caused this Agreement to be executed by their duly authorized representatives.

GREENWAY HEALTH, INC. and  
GREENWAY HEALTH, LLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ALTAMONTE PEDIATRIC ASSOCIATES,  
P.A.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

PULMONARY ASSOCIATES OF  
CHARLESTON PLLC

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NEUROSURGICAL SPECIALISTS OF  
WEST COUNTY, INC.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

MEDLOCK PEDIATRICS, P.C.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

C.R. MAGNESS, M.D.

BY: \_\_\_\_\_  
PRINTED: \_\_\_\_\_  
DATE: \_\_\_\_\_

VALLEY OB-GYN CLINIC, P.C.

BY: Carmel Roberts  
PRINTED: \_\_\_\_\_  
TITLE: CEO / Practice Administrator  
DATE: 7/1/21