IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
(Southern Division)

GILLIAN AYERS (AS PERSONAL REPRESENTATIVE OF THE ESTATE OF EARL AYERS) & MELISSA HARMON,

On Behalf of Themselves and All Others Similarly Situated,

Plaintiffs,

v.

CIOX HEALTH, LLC,

Defendant.

Exhibit 1

Case No.: 24-cv-2208-ABA

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into on this 4th day of September, 2026 by Representative Plaintiffs Gillian Ayers (as personal representative of the estate of Earl Ayers) ("Ms. Ayers"), Melissa Harmon ("Ms. Harmon"), Maia Bar Am ("Ms. Bar Am"), Ashley Hoggard ("Ms. Hoggard"), Charles Pugh ("Mr. Pugh"), Veronica Stewart ("Ms. Stewart") and Narvell Nines ("Mr. Nines") (collectively the "Representative Plaintiffs") (acting individually and on behalf of the Class defined below), and Defendant CIOX Health, LLC, now known as Datavant, LLC ("CIOX" or "Defendant") by and through their undersigned counsel, in the class action *Ayers, et al. v. CIOX Health, LLC*, Civil Action Nos. 8:24-cv-002208-ABA and 1:23-cv-03079-DLB (filed October 3, 2023) (the "Action"), which is pending in the United States District Court for the District of Maryland.

I. Recitals

1. This litigation originally commenced against CIOX and its Chief Executive Officer, Peter McCabe ("Mr. McCabe"), in the Circuit Court for Montgomery County, Maryland, on February 3, 2022, captioned as *Pugh, et al. v. CIOX*, Case No. C-15-CV-22-000593, by Plaintiffs Charles Pugh and Veronica Stewart and on behalf of a putative

class of consumers who alleged that CIOX was improperly charging requestors of copies of medical records: fees for electronic copies that exceeded the per-page statutory rate; fees for instances where CIOX searched for, but did not locate or retrieve any records that are not permitted by statute; electronic archive fees that are not permitted by statute, and fees for copies of records that the requestor was using to support a Social Security claim (the "Litigation").

2. The Litigation alleges that CIOX overbilled consumers and their representatives for copies of medical records in violation of Maryland's Confidentiality of Medical Records Act, Md. Code Ann., Health-Gen. §§ 4-301, *et seq*. ("CMRA"), as well as Maryland's Consumer Protection Act, Md. Code, Com. Law § 13-101, *et seq*., Maryland's Consumer Debt Collection Act, Md. Code, Com. Law § 14-202(8) and other Maryland laws. The Litigation overall asserts that CIOX, for nearly a dozen years, overcharged consumers in Maryland, in disregard of the cost caps and fee limits contained in § 4-304(c) of the CMRA – including charging a fee of $22.88 when the records request did not lead to the production of any medical records – and also added a series of "junk fees" to their invoices.

3. On March 11, 2022, CIOX removed *Pugh* to the United States District Court for the District of Maryland, pursuant to 28 U.S.C. §1446, based upon 28 U.S.C. §1332(d) (Class Action Fairness Act of 2005). *Pugh* was assigned to Judge Grimm (Civil Action No. 22-cv-00617-PWG).

4. On April 1, 2022, Plaintiffs Pugh and Stewart filed an amended complaint adding Mr. Nines as an additional Representative Plaintiff based on the investigation undertaken by Class Counsel.

5. Following the filing of the amended complaint, the Parties agreed to mediation with the Honorable James R. Eyler (ret.). The Parties mediated in person on two (2) occasions, and continued their settlement discussions until September 15, 2022, at which point they jointly advised the Court that mediation was unsuccessful.

6. When *Pugh* returned to court, the Parties engaged in substantial motions practice including a motion to compel arbitration or in the alternative to dismiss the substantive claims in the complaint (filed by CIOX) and a motion to remand (filed by the *Pugh* plaintiffs). After full briefing, the Court denied the motion to remand on August 24, 2023. The *Pugh* plaintiffs voluntarily dismissed their case on September 22, 2023.

7. Plaintiffs refiled the Litigation in the Circuit Court for Montgomery County, Maryland, dividing up the claims that were pursued in *Pugh* into two separate cases. First, Earl Ayers and Ms. Harmon filed *Ayers v. CIOX*, Case No.: C-15-CV-23-003727 (filed October 3, 2023) (raising the claims related to the $22.88 charge by CIOX when the medical records search did not lead to the production of any medical records); and, Ms. Hoggard and Ms. Bar Am filed *Hoggard v. CIOX*, Case No.: C-15-CV-23-004455 (filed December 1, 2023) (alleging that CIOX charged other fees for production of medical records that were not otherwise authorized by the CMRA).

8. *Ayers* was removed to Federal Court on November 10, 2023 (proceeding under Civil Action No. 3-cv-03457-DLB). *Hoggard*, Civil Action No. 8:23-cv-03457-DLB, was removed on December 21, 2023.

9. The Plaintiffs in both *Ayers* and *Hoggard* then filed motions to remand both cases on December 7, 2023 and January 19, 2024, respectively.

10. After full briefing, the Court on May 29, 2024, denied the motion to remand in *Hoggard* – 2024 WL 2783793 (May 29, 2024) and granted the motion to remand in *Ayers* – issuing a published decision, 735 F.Supp.3d 607 (D.Md. 2024).

11. In *Hoggard*, CIOX filed a motion to compel arbitration on June 28, 2024. Plaintiffs in *Hoggard* voluntarily dismissed the case on July 25, 2024.

12. In *Ayers*, following the Court's remand, Plaintiffs filed an amended complaint in the Circuit Court for Montgomery County on July 12, 2024, alleging that the CMRA explicitly incorporates by reference the fee limitations set forth in the federal

Privacy Rule, 45 CFR §164.524, and further that the Privacy Rule precludes charging any fee for "searching for and retrieving" medical records, whether or not the search is successful. As a result, CIOX again removed *Ayers* to Federal Court – asserting Federal Question jurisdiction pursuant to 28 U.S.C. §§1441 and 1331, and 1446 and 1332(d), and jurisdiction under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 as a result of the new theories in Plaintiffs' amended complaint that, CIOX asserted, put the amount in controversy, including the calculated monetary value of Plaintiffs' request for declaratory relief, over $5,000,0000 – now proceeding under Civil Action No. 24-cv-2208. ECF No. 1. Plaintiffs did not move for remand.

13. Following the second removal of *Ayers*, CIOX again filed a motion to compel arbitration or in the alternative to dismiss the substantive claims in the complaint, ECF No. 6, which the parties fully briefed. ECF Nos. 14, 21, 24, 25, 27, 31 and 32. The Court stayed *Ayers*, however, on December 3, 2024, after the Maryland Supreme Court granted a Petition for Writ of Certiorari in an action against one of CIOX's competitors, MRO Corporation, which presented questions regarding the application of the CMRA.

14. On July 11, 2025, Maryland's Supreme Court issued its opinion in *Hollabaugh v. MRO Corporation*, 491 Md. 165 (2025) ("*Hollabaugh*"), holding, *inter alia*, that the CMRA does not permit a health care provider, including companies like CIOX, to charge any fee for conducting a search that does not lead to the production of any medical records. *Id.* at 169.

15. Although the Parties had engaged in protracted litigation that included extensive and significant motions practice, in light of the Maryland Supreme Court's decision in *Hollabaugh*, the Parties agreed: (a) that it would be beneficial for the Parties to return to mediation to attempt to resolve the disputes in this Litigation, and (b) CIOX's challenges to Plaintiffs' position (set forth in ECF No. 6) that the CMRA

prohibits charging a $22.88 fee where the request for medical records does not lead to the production of any records, had become moot.

16. The Parties engaged the Honorable William G. Connelly (ret.) for the second round of mediation.

17. The Parties have conducted research and filed motions in respect of the applicable law relating to the claims, defenses and class issues in this Litigation. In addition, counsel for Plaintiffs have reviewed documentation provided by regulatory agencies (and other documents) relevant to the issues raised in the Complaint, spoken with scores of other potential claimants, conducted extensive informal discovery and will take additional informal discovery on issues pertinent to this Agreement and the composition of the Class List.

18. Plaintiffs and CIOX also each engaged experts in forensic accounting to review and analyze CIOX's billing and case management data to determine the approximate size of the Class and the potential damages recoverable in this case based upon the allegations in the litigation. Based upon their respective analyses of CIOX's data, Plaintiffs and CIOX were able to narrow the range of potential damages.

19. The Parties also conducted extensive face-to-face discussions over ten (10) separate mediation sessions (including three (3) mediation sessions that took place following the execution of the Term Sheet) and other meetings that took place in 2022 and 2025-2026. These were lengthy, arduous and intense arms-length negotiations, which involved the extensive efforts, involvement, and oversight of both Judge Eyler and Judge Connelly.

20. The Parties recognize and acknowledge the benefits of this Agreement. For their part, Class Counsel have taken into account the uncertain outcome and risk of the litigation, as well as the difficulties and delays inherent in such litigation and the likelihood of protracted appeals. Class Counsel have, therefore, determined that the

Agreement on behalf of the Class defined below is fair and reasonable and in the best interest of the Class.

21. Defendant CIOX has denied and continues to deny all liability or claims of improper conduct asserted by Representative Plaintiffs and/or the Individuals or Law Firms on the Class Members List (except as concerns NRF Fees, as defined below, for which CIOX does not dispute liability following the Maryland Supreme Court's decision in *Hollabaugh*). However, CIOX recognizes the costs and risks associated with a trial and believes that this Agreement is appropriate.

22. As part of this Agreement, as set forth in more detail below, CIOX is responsible for producing at its own expense, data, in an electronically readable format (designated by the Settlement Administrator), sufficient for the Settlement Administrator to identify and send notice to all potential members of the Settlement Class between October 1, 2016 to July 11, 2025. CIOX has also agreed to cooperate with the Settlement Administrator and Plaintiffs' Counsel, and provide all additional reasonably available information reasonably necessary for the administration of the settlement.

23. Plaintiffs have recommended and CIOX have consented that the Court appoint Strategic Claims Services, Inc. of Media, Pennsylvania as the Settlement Administrator (hereinafter the "Settlement Administrator"). The Settlement Administrator is responsible to report both to the Court and to the parties as more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and representations, covenants and releases contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties now acknowledge, the undersigned Parties stipulate and agree that all claims of the Representative Plaintiff and Settlement Class Members against Settling Defendant shall be finally settled, discharged, and resolved on the terms and conditions set forth below:

II. Definitions

24. As used in this Settlement Agreement, including in the Recitals stated above, and in the Notice, the following terms shall have the defined meanings set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

(a) "Representative Plaintiffs" shall mean Gillian Ayers (as personal representative of the estate of Earl Ayers), Melissa Harmon, Maia Bar Am, Ashley Hoggard, Charles Pugh, Veronica Stewart and Narvell Nines.

(b) "Class" and "Class Members" shall mean only those persons who meet the Class Definition in Paragraph 25(a), below, and are on the Class Member List.

(c) "Settling Defendant" shall mean CIOX, including parents and subsidiaries, during the Class Period as defined above, including all named Defendants.

(d) "Court" shall mean the United States District Court for the District of Maryland, Southern Division.

(e) "Common Fund" shall mean the sum which is being paid by the Settling Defendant to settle this Action – namely, a non-reversionary Four Million Five Hundred Thousand Dollars and 00/100 (**$4,500,000$\underline{00}$**) – together with all accrued interest attributed thereto or earned thereon.

(f) "Effective Date" means the earliest of: (i) the date of final approval of the Settlement, if no Settlement Class Member objects to or intervenes in the Settlement; (ii) thirty (30) days after the date the Court finally approves the Settlement, if a Settlement Class Member objects to the Settlement but no appeal by a Settlement Class Member is filed; (iii) the date of the final affirmance on appeal; or (iv) the final dismissal of any appeal.

(g) "Person" means an Individual (i.e., a natural person), corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.

(h) "Pending Litigation" or "Action" shall mean *Ayers, et al. v. CIOX Health, LLC***,** Civil Action No. 8:24-cv-002208-ABA and 1:23-cv-03079-DLB (filed October 3, 2023), which was originally filed in the Circuit Court for Montgomery County, Maryland and removed, twice, to the United States District Court. The Parties agree that Class Counsels' work in this case includes, in addition to the *Ayers v. CIOX* matter, certain other matters that preceded this case involving similar allegations, namely *Pugh et al. v. Ciox Health, LLC*, Civil Action No. 8:22-cv-00617-PWG (filed February 3, 2022), and *Hoggard at al. v. Ciox Health, LLC*, Civil Action No. 8:23-cv-03457-DLB (filed December 1, 2023).

(i) "Settlement Class Period" shall mean October 1, 2016 through and including July 11, 2025.

(j) "Released Persons" means CIOX, as well as the health care providers (as defined in CMRA, Md. Code Ann., Health-Gen. § 4-301(h)(1)) whom CIOX represented in connection with the release of the Settlement Class Member's Medical Records during the timeframe of the Settlement Class.

(k) "Releasing Parties" shall mean the Representative Plaintiffs and Settlement Class Members. The Parties specifically agree that Individuals who did not pay, or reimburse another Person for, an Eligible Fee (as described in Paragraph 25(a) below) as to any claim are not Settlement Class Members, and so are not a "Releasing Party," as to that claim. Likewise, Law Firms are only Releasing Parties to the extent that they were not otherwise reimbursed the cost of the Eligible Fee (as described in Paragraph 25(a) below) in specific

transactions. If a Law Firm was reimbursed the cost of the Eligible Fee in any transaction, then the Law Firm is not a "Releasing Party."

(l) "Plaintiffs' Released Claims" means and includes all claims, known or unknown, that were or could have been raised in connection with or arising out of the charges for Medical Records made during the Class Period, to Settlement Class Members or anyone operating on their behalf, to the extent consistent with, and in any event not greater than that permitted by the Fourth Circuit in *McAdams v. Robinson*, 26 F.4th 149, 160 (4th Cir. 2022). Moreover, any release approved by the Court in this case shall only apply to invoices generated by CIOX during the Class Period, in connection with services provided by CIOX, and shall not apply to or affect any potential claims by Settlement Class Members against ChartSwap (whether operating as Chartswap, Chartswap, Inc., Chartswap, LLC or otherwise) – another Datavant entity – for potential claims arising out of or relating to invoices that were generated by ChartSwap or through Chartswap's platform, where such invoices were not generated by CIOX or in connection with services provided by CIOX.

(m) "Class Member List" shall mean the list of class members compiled in accordance with the procedure set forth in Paragraphs 27(g) and 36 below.

(n) "Class Counsel" or "Counsel for Plaintiff" means Richard S. Gordon and Benjamin H. Carney of Gordon, Wolf & Carney, Chtd. and Charles A. Gilman and Lauren M. Geisser of Gilman & Bedigian, LLC. "Lead Class Counsel" shall mean Richard S. Gordon of Gordon, Wolf & Carney, Chtd.

(o) "Preliminary Approval Order" means the Order, preliminarily approving the Settlement, certifying the Settlement Class and approving the notices to Settlement Class Members.

(p) "Preliminary Approval Date" means the date the Court enters the Preliminary Approval Order.

(q) "Final Approval Date" means the date that the Final Approval Order is signed by the Court, approving the Settlement, certifying the Settlement Class, and authorizing distributions of the Common Fund Escrow.

(r) "Final Approval Hearing" means the hearing at which the Court will determine whether the proposed Settlement is fair, reasonable, and adequate, and whether it should be given final approval by the Court.

(s) "Notice" means the Notice of the Class Action Settlement to be provided to the Plaintiff Class as provided herein. The "Phase 1 Date of Notice" means the date upon which Notice is mailed to Law Firms following preliminary approval of the settlement, which date shall be fifteen (15) days after the Preliminary Approval Date, or such other date as established in the Preliminary Approval Order. The "Phase 2 Date of Notice" means the date upon which Notice is sent to (1) Individuals whose Medical Records were requested by a Law Firm that was given notice on the Phase 1 Date of Notice but where such Law Firm either did not timely submit a claim in relation to the applicable request(s) for that Individual's Medical Records, or affirmed that the Individual underlying the applicable record request reimbursed the Law Firm for the applicable Eligible Fee(s); and (2) all other Individuals who potentially paid (and were not thereafter reimbursed for) an Eligible Fee and did not receive Notice on the Phase 1 Date of Notice. The Phase 2 Notice Date shall be 95 days after the Preliminary Approval Date, or such other date as established in the Preliminary Approval Order.

(t) "Settlement Administrator" means Strategic Claims Services of Media, Pennsylvania, subject to Court approval.

(u) "Settlement Class Member" and "Settlement Class" means and includes all persons identified on the Class Member List and who fall within the Class definition set forth in Paragraph 25(a) below, who do not timely and validly

exclude themselves from the Class Settlement as provided for in the Settlement Agreement.

(v) "Term Sheet" means the Term Sheet entered into by Counsel for the Representative Plaintiff's and CIOX on or about April 15, 2026, which is hereby incorporated into this Settlement Agreement.

(w) "Individual" means any natural person and includes, but is not limited to, any natural person who had their Medical Records requested by a Law Firm, made a request for his or her own Medical Records, or made a request for the Medical Records of another Person pursuant to such other person's authorization.

(x) "Law Firm" means any Law Firm, solo practitioner or individual attorney who made a request for Medical Records on behalf of an Individual. For purposes of this Settlement Agreement, the use of the term Law Firm shall also include any copying service or insurance company that made a request for Medical Records for an Individual pursuant to an authorization in connection with a copying- or insurance-related matter, respectively, to the extent that such copying service or insurance company was charged an NRF Fee (as defined below). For the avoidance of doubt, for the purposes of this Settlement Agreement, such copying services and insurance companies are included in the term Law Firm only to the extent that they were charged an NRF Fee but irrespective of whether any attorney was involved at any level in the request(s) for Medical Records at issue.

(y) As used in this Agreement, the plural of any defined term includes the singular thereof and vice versa, except where the context requires otherwise.

(z) Other terms are defined in the text of this Agreement and shall have the meaning accorded those terms in such text.

III. Certification of Settlement Class and Class Benefits

25. (a) **Class**. Plaintiffs and the CIOX hereby stipulate and agree that this case is certifiable and maintainable as a class action for settlement purposes under *Fed.R.Civ.P.* 23(b)(3) as follows:

> All Individuals and Law Firms (which shall include solo practitioners) who, between October 1, 2016 and July 11, 2025, sought copies of Medical Records from a Maryland health care provider, or had their Medical Records requested by some other person pursuant to their authorization and were charged and paid (but, with respect to the Law Firms, not otherwise reimbursed):
>
> (1) a fee of any type by CIOX, after it was determined that no such Medical Records existed (the "No Records Found" or "NRF" Fee); or
>
> (2) fees for requests where Medical Records were retrieved, copied and produced but the amounts charged and collected were greater than the per-page rates or aggregate caps permitted by Health-Gen § 4-304(c)(3)(i) and (iii)(2), as adjusted annually in accordance with the Consumer Price Index; or
>
> (3) one or more of the following fees: Retrieval Fee, Sales Tax, Electronic Delivery Fee, Certification Fee.
>
> Excluded from the Settlement Class are those individuals who now are or ever have been CIOX executives and the spouses, parents, siblings and children of all such individuals.
>
> Note: The fees described in (1), (2) and (3) shall be referred to hereinafter as the "Eligible Fees."

CIOX has reviewed its records and represents that the above-defined Class includes as many as 408,000 eligible claims and approximately 200,000 potential claimants. Plaintiffs specifically rely upon these representations in entering into this Settlement Agreement.

(b) **CAFA Notices**. CIOX shall serve notices of the settlement on state and federal regulatory authorities as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 ("CAFA Notices") and shall confirm service to Class Counsel after it is completed. All costs and expenses associated with or resulting from the CAFA Notices shall be at CIOX's own

expense and shall be separate and apart from the cost of administration resulting from this Agreement.

26. **Common Fund.**

(a) **Payment by Defendant**. Subject to the approval and further Orders of the Court, CIOX agrees to pay a non-reversionary Four Million Five Hundred Thousand Dollars and 00/100 (**$4,500,000^{00}**) to settle the Pending Litigation ("Settlement Amount").

(b) **Deposit of Common Fund**. Within ten (10) days following the later of (i) entry of the Preliminary Approval Order or (b) receipt from Class Counsel of wiring instructions that include the bank name and ABA routing number, account number, CIOX shall deposit the non-reversionary Settlement Amount ($4,500,000^{00}) into an interest-bearing account at Fulton Bank (the "Common Fund"), in accordance with the terms and conditions set forth herein. Unless the Court fails to grant preliminary or final approval to the Settlement, and except as provided in Paragraph 27(f) concerning reimbursement of a portion of the costs of Settlement Administration, no portion of the Common Fund shall be returned to or inure to the benefit of CIOX.

27. **Claims Process and Distribution of Common Fund**.

(a) **Notice and Submission of Claim Form**. Notice of the settlement (which is described further in Paragraphs 36 & 37, below) will be sent to all Law Firms and Individuals CIOX identifies in its records as (a) having requested Medical Records or been the subject of a request for Medical Records, and (b) having potentially paid (and not been reimbursed for) one or more Eligible Fees as described in Paragraph 25(a), above, during the Class Period. Each Law Firm shall have forty-five (45) days from the Phase 1 Date of Notice to decide whether to opt out from the Settlement, as described in Paragraphs 45 & 46 below. Each Individual who receives notice on the Phase 2 Date of Notice

shall have forty-five (45) days from the Phase 2 Date of Notice to decide whether to opt out from the Settlement. Opting out of the Settlement shall have a meaning consistent with the requirements of *Fed.R.Civ.P.* 23. The Notice shall be sent as follows:

i. **To Law Firms**. Notice to Law Firms shall be sent by US Mail (a Postcard) or, where available, by electronic mail to the managing partner or principal place of business of each Law Firm (or, in the case of electronic mail, to the Law Firm's primary email address) on the Phase 1 Date of Notice. The notice shall advise them of their rights to opt out or alternatively to file a claim form. The notice shall also inform each Law Firm regarding all of their transactions (*i.e.*, the invoices on which one or more Eligible Fee appears) during the Class Period that included an Eligible Fee, as well as the identity of the Eligible Fee. Law Firms may file a claim identifying each transaction where they paid an Eligible Fee to CIOX during the Class Period but the fee was not otherwise reimbursed. Law Firms will also be asked (but not obligated) to provide the last-known contact information for any Individual(s) who reimbursed any Eligible Fee to the Law Firm, so that such Individual(s) can more easily be sent Notice on the Phase 2 Notice Date. For purposes of receiving a Settlement Payment (Paragraph 27(f), below), each such transaction shall be considered a separate claim. For the avoidance of doubt, at most one claim may be filed per invoice containing one or more Eligible Fee. Any Law Firm that does not file a claim within the agreed-upon timeframe, and does not otherwise opt out of the settlement, shall receive no settlement benefits but will remain a member of the Settlement Class for

purposes of the Release.

ii. **To Individuals**. Notice to Individuals (as described in Paragraph 24(s) and as defined in Paragraph 24(w), *supra*) shall be sent on the Phase 2 Date of Notice by US Mail (a Postcard) and, where available, by electronic mail. The notice to Individuals shall advise them of their rights to opt out or alternatively to file a claim form. The notice shall also include information sufficient to identify the invoice(s) that included Eligible Fees that CIOX charged in connection with the applicable requests for Medical Records (such as, without limitation, the date of the Medical Records Request and name of the Health Care Provider). Individuals may file a claim form, which claim form shall only require the Individual to identify each invoice that included Eligible Fees for which the Individual made a payment to CIOX during the Class Period and/or for which the Individual reimbursed another Person for Eligible Fees paid to CIOX during the Class Period. Any Individual that does not file a claim within the agreed upon timeframe, and does not otherwise opt out of the settlement, shall receive no settlement benefits but will remain a member of the Settlement Class for purposes of the Release. For purposes of receiving a Settlement Payment (Paragraph 27(f), below), each such transaction shall be considered a separate claim. For the avoidance of doubt, at most one claim may be filed per invoice containing one or more Eligible Fee.

(b) **Claim Form**. Any Law Firm Settlement Class Member seeking a payment from the Common Fund shall submit a claim form, either in paper form or by mail or through the website established for this case –

www.CIOXsettlement-Maryland.com ("Settlement Website") – within forty-five (45) days from the Phase 1 Date of Notice. Any Individual Settlement Class Member seeking a payment from the Common Fund shall submit a claim form, either in paper form (which may be submitted either by mail or via facsimile transmission) or through the Settlement Website within sixty (60) days after Final Approval (the "Claims Period"). Individuals and Law Firms who paid CIOX an Eligible Fee (as defined in Paragraph 25(a), above) in connection with multiple medical records requests, may seek a separate payment from the Common Fund for each such request. By way of example only, if a Law Firm claimant represented 6 clients during the Class Period and paid an NRF fee for each of the 6 clients for which the Law Firm was not reimbursed, then the Law Firm may file a claim as to each of the 6 clients, and receive a Settlement Payment, as described in Paragraph 27(f) below, for each of the 6 clients. For the avoidance of doubt, at most one claim may be filed per invoice containing one or more Eligible Fee.

(c) **Requirements of Claim Form**.

For purposes of recovering a share of the Common Fund, each Individual and Law Firm on the Class Member List shall provide the following information on the Claim Form (if not already printed on the Claim Form): their name, address and valid email address. In addition, for each transaction for which a Settlement Class Member is seeking a Settlement Payment: (i) Individuals shall affirm that they paid (or reimbursed another Person for) the Eligible Fee(s); and (ii) Law Firms shall affirm that they paid the Eligible Fee(s) to CIOX during the Class Period but the fee was not otherwise reimbursed. To facilitate this process, the Settlement Administrator shall secure, establish, and maintain the website *www.CIOXsettlement-Maryland.com*. Copies of the Claim Forms for

Individuals and Law Firms are attached to this Agreement as **Exhibits A and B**, respectively.

(d) **Timing for Submitting Claims Forms**. Law Firms on the Class Member List may submit Claims Forms beginning as soon as the Phase 1 Date of Notice. All other Individuals on the Class Member List may submit Claim Forms beginning as soon as the Phase 2 Date of Notice.

(e) **Review of Claims Forms by the Settlement Administrator**. Each Claim Form submitted shall be reviewed promptly for completeness and compliance by the Settlement Administrator. The Settlement Administrator shall be responsible for approval of all claims, which shall be final and not subject to appeal; provided that in no event shall more than one claim be approved per invoice on which one or more Eligible Fee appears. All Claims Forms approved by the Settlement Administrator shall entitle the Settlement Class Member to receive a distribution from the Common Fund as described below. If the Settlement Administrator rejects a Claim Form, for any reason, the Settlement Administrator shall contact the claimant submitting the Claim Form, in writing, advising them of the reason(s) for the rejection or deficiency. The Settlement Administrator shall afford the claimant an opportunity to cure the defect in the Claim Form.

i. **Inconsistencies in Claim Forms Filed**. If both a Law Firm and an Individual submit a claim form regarding the same transaction, the presumption is that the Individual paid the fee, subject to proof to the contrary submitted by the Law Firm. The Settlement Administrator shall decide all inconsistencies in the claim forms, which shall be final and not subject to appeal.

ii. **Request for Supporting Documentation from Copying Services**. The Settlement Administrator, on its own or

at the request of Class Counsel, may request that any copying service provide back-up documentation regarding any one or more of its claims. If the copying service does not provide the requested documentation with fifteen (15) days of the request, the Settlement Administrator shall disallow the claim(s). If the copying service provides the requested documentation with fifteen (15) days of the request, the Settlement Administrator shall review the documentation, determine whether the copy service was or was not otherwise reimbursed for the Eligible Fee, and make a determination – which shall be final and not subject to appeal – regarding the viability of the claim(s).

(f) **Settlement Payment**. Any Individual or Law Firm who submits an approved claim form shall initially be allocated $45.76 for each claim approved, subject to possible reduction based upon the number of claims approved (see Scenario 1, below). After the expiration of the Claims Period, the Settlement Administrator shall determine whether the aggregate approved claims *multiplied by* $45.76 (for each approved claim):

(i) (**Scenario 1**) Is greater than or exhausts the funds available in the Common Fund. If so, the Settlement Administrator shall downward adjust the allocated payment per approved claim accordingly to maximize the payment to each claimant while exhausting the Funds available in the Common Fund, and advise the Parties of the resulting final Settlement Payment per claim; or,

(ii) (**Scenario 2**) Leaves any funds remaining in the Common Fund. If so:

A. The Settlement Administrator shall calculate, subject to the approval of Plaintiffs and CIOX, the total reasonable Costs of Administration, including all costs already incurred and such costs projected through the date of the transfer of any Cy Pres Funds (as described in Paragraph 28, below) (the "Total Costs of Administration");

> B. Allocate no more than 50% of the expected remaining funds in the Common Fund (calculated after taking into account the payment of all approved claims, at $45.76 per claim) to pay up to 65% of the Total Costs of Administration. If 50% of the remaining funds are insufficient to pay 65% of the Total Costs of Administration, the Settlement Administrator shall use the full 50% of the remaining funds to pay whatever portion of the Total Costs of Administration they represent; and
>
> C. After making any adjustments to the funds remaining in the Common Fund to account for the allocation provided for in Paragraph 27(f)(ii)(B), the Settlement Administrator shall divide any remaining residual funds by the number of aggregate approved claims to determine an additional amount to be allocated for each approved claim.

Thus, the Parties agree that under Scenario 1, the final Settlement Payment shall ultimately be $45.76 per claim or less; and under Scenario 2, the final Settlement Payment per claim shall ultimately be $45.76 PLUS any additional amounts calculated under Paragraph 27(f)(ii)(C).

(g) **Costs of Administration**. Except for any adjustments resulting from the calculation set forth in Paragraph 27(f)(ii)(B) (Scenario 2) above, if applicable, CIOX agrees to pay all Costs of Administration separately from and in addition to the Common Fund. The Parties further agree that, for purposes of sending Notice as set forth in Paragraphs 37-44, below, CIOX shall prepare and produce the Class List in this case at its own expense, and further agrees that any costs or expenses associated with the preparation and production of the Class List — including all costs associated with the compilation of contact information for the Individuals receiving notice as part of Phase 2 notice and as provided in Paragraph 36(b) — shall not be considered or included in any calculation of the

Costs of Administration in connection with the Settlement.

(h) **Method of Distribution**. Payment for each Settlement Class Member shall be in the form of a check drawn on the Common Fund, and issued by the Settlement Administrator, which shall be made payable to "[Name of Settlement Class Member(s)]."

(i) The Common Fund shall not be required to make multiple payments to co-borrowers who are entitled to relief under this Agreement on account of the same claim, but in such cases, shall make only one payment, for each claim, jointly to all such co-borrowers.

(j) Each check issued pursuant to this Agreement shall be void if not negotiated within one hundred and eighty (180) days after its date of issue ("Void Date"), and shall contain a legend to such effect. Checks that are not negotiated by the Void Date shall not be reissued unless otherwise ordered by the Court.

(k) All payments that are unclaimed by Settlement Class Members, including, all returned Settlement Checks, all undeliverable checks and all Settlement Checks not cashed by the Void Date, shall revert to the Common Fund, and be distributed to the *Cy Pres* Recipient as described in Paragraph 28.

28. **Cy Pres**. Subject to Court approval, all funds remaining in the non-reversionary Common Fund 180 days after settlement checks are mailed to Settlement Class Members, or that otherwise cannot be delivered, shall be paid into a *cy pres* fund. With the approval of the Court, the *cy pres* fund shall be donated 1/3 each to the following organizations: Public Justice, Inc., Health Care for the Homeless, and Economic Action Maryland.

29. Within two hundred (200) days after the Settlement Checks are mailed to the Settlement Class Members under Paragraph 27(h) of this Agreement, the Settlement Administrator shall forward the funds payable to the *cy pres* recipients by wire transfer

to the Trust Account of Gordon, Wolf & Carney, Chtd. Class counsel shall promptly remit the funds to the *cy pres* recipient.

30. **Incentive Payments to Representative Plaintiff**

(a) Class Counsel will file and CIOX agrees not oppose or comment on a motion that the Court approve an incentive payment of $7,500 each for Representative Plaintiffs Gillian Ayers (as personal representative of the estate of Earl Ayers), Melissa Harmon, Maia Bar Am, Ashley Hoggard, Charles Pugh, Veronica Stewart and Narvell Nines.

(b) The incentive fees, an aggregate of $52,500^{00}, shall be paid by CIOX, in addition to the Settlement Amount, into the Common Fund as defined in Paragraph 26(b), above. The incentive fees shall be deposited into an interest-bearing account at Fulton Bank on the same timeframe as established in Paragraph 26(b), *supra*, for deposit of the Common Fund.

(c) No later than ten (10) calendar days after the Effective Date, the incentive fee payable to the Representative Plaintiffs shall be forwarded by the Settlement Administrator by wire transfer to the escrow account of Gordon, Wolf & Carney, Chtd. for prompt payment to the Representative Plaintiffs.

31. **Class Counsel's Attorneys' Fees and Costs**.

(a) Class Counsel will request that the Court award attorney's fees of no more than 1/3 of the Common Fund plus litigation expenses to be borne by and paid out of the Common Fund. The Parties agree that Plaintiffs' counsel work in this case includes, in addition to the *Ayers v. CIOX* matter, certain other matters that preceded this case involving similar allegations, namely *Pugh et al. v. Ciox Health, LLC*, Civil Action No. 8:22-cv-00617-PWG (filed February 3, 2022), and *Hoggard at al. v. Ciox Health, LLC*, Civil Action No. 8:23-cv-03457-DLB (filed December 1, 2023). CIOX agrees not to oppose or comment on the request for attorney's fees. Payment of the Class Counsels' attorneys' fees and costs shall be

forwarded by the Settlement Administrator by wire transfer to the escrow account of Gordon, Wolf & Carney, Chtd. no later than ten (10) calendar days after the Effective Date.

(b) In no event will CIOX be responsible for attorney's fees or costs apart from the payment of the Common Fund amount (as provided in Paragraph 31(a)), except as ordered by the Court.

IV. Preliminary Approval

32. Within five (5) business days after the Parties have executed this Settlement Agreement, the Parties will jointly move the Court to enter the Preliminary Approval Order to certify the Settlement Class under *Fed.R.Civ.P.* 23(b)(3) and to preliminarily approve the Settlement Agreement. The Parties will file a Motion consistent with *Fed.R.Civ.P.* 23(e) requesting that the Court preliminarily approve the settlement and submit the proposed Preliminary Approval Order attached hereto as **Exhibit C**.

33. Contemporaneous with the Motion requesting preliminary approval of the Settlement, Plaintiffs shall file a Second Amended Complaint naming Maia Bar Am, Ashley Hoggard, Charles Pugh, Veronica Stewart and Narvell Nines as additional Representative Plaintiffs, together with facts supporting their claims for relief. Pursuant to *Fed. R.Civ.P.* 15(a)(2), CIOX consents to the filing of the Third Amended Complaint.

34. All Parties and counsel will use their best efforts to cause the Court to give preliminary approval to this Settlement Agreement as promptly and efficiently as possible and to take all steps contemplated by the Settlement Agreement to effectuate the settlement on the stated terms and conditions. The Representative Plaintiffs and Class Counsel agree to recommend the settlement contained in this Settlement Agreement as being in the best interests of the Plaintiff Class as a whole under the circumstances.

35. **Final Approval Hearing**. The Parties will request that the Court set a hearing date for Final Approval of the Settlement no sooner than ninety (90) calendar days from the date the parties file the joint motion for Preliminary Approval.

V. Compiling the Class Member List

36. **Preparation and Production of Settlement Class Member List**. CIOX shall review its records, data and other information and shall make, compile, prepare and produce the Class Member List in this case, at its own expense, of all Individuals and Law Firms who meet the Class Definition set forth in Paragraph 25(a) above, for the time period October 1, 2016 to July 11, 2025.

(a) **CIOX to Prepare and Produce the Class Member List.** CIOX shall take responsibility for, and shall produce at its own expense, the Class Member List, in an electronically readable format, sufficient for the Settlement Administrator to send notice to the Class. At a minimum, for each:

i. **Law Firm** who potentially meets the Class Definition, no later than ten (10) calendar days after the filing of the Joint Motion for Preliminary Approval, CIOX shall provide the Settlement Administrator and Class Counsel a spreadsheet listing all the invoices on which one or more Eligible Fee was charged and at least paid in part, which shall include the following data (to the extent available in CIOX's records): name of Law Firm, Name of Law Firm contact, address, phone number, email address of Law Firm contact, a list of each medical records request for which an Eligible Fee(s) was charged and paid, date of each medical records request, the Eligible Fee(s) charged, and the amount paid for the transaction in which the Eligible Fee(s) were charged (the "Phase 1 Class Member List"). CIOX also shall cooperate with the Settlement Administrator and Class Counsel, and provide all additional information reasonably necessary for the administration of the settlement.

ii. **Individual** who potentially meets the Class Definition, including (1) those Individuals the Settlement Administrator has identified, within the thirty (30) days following the conclusion of the Phase 1 Notice period, whose Medical Records were requested by a Law Firm but such Law Firm either certifies that it was reimbursed for the charges at issue or did not submit a claim within the applicable timeframe, and (2) Individuals that are named as a patient whose Medical Records were requested in connection with a copying related request, and (3) Individuals named as the patient whose Medical Records were requested in connection with a patient-initiated request and (4) Individuals who requested and paid for Medical Records for another natural person under an authorization. No later than thirty (30) calendar days after conclusion of the Phase 1 Notice, CIOX shall provide the Settlement Administrator and Class Counsel a spreadsheet listing all the invoices on which one or more Eligible Fee was charged and at least paid in part, which shall include the following data (to the extent available in CIOX's records and/or based on reasonable external searches using such available data as described in subsection (b) of this Paragraph): name of Individual, address, phone number, email address, social security number (to Settlement Administrator only), date of birth (to Settlement Administrator only), date of medical records request, the Eligible Fee(s) charged, and the amount paid for the Eligible Fee(s) (the "Phase 2 Class Member List"). CIOX also shall cooperate with the Settlement Administrator and Class Counsel, and provide all additional information reasonably necessary for the administration of the settlement.

(b) For the avoidance of doubt, in the thirty (30) day period between the conclusion of the Phase 1 Notice period and the Phase 2 Date of Notice, either

the Settlement Administrator or another service chosen by CIOX in its sole discretion will take reasonable and appropriate steps, at CIOX's sole expense, to obtain current mailing address information for the Individuals defined in Paragraph 24(w), and as described at Paragraph 36(a)(ii), *supra*, using data aggregation, append, and/or skip-tracing services as necessary and appropriate. During the same period, the Settlement Administrator will take reasonable and appropriate steps to obtain current email address information for the Individuals defined in Paragraph 24(w), and as described at Paragraph 36(a)(ii), *supra*, using the Thomson Reuters "Clear" service; provided that the costs of obtaining email address information shall be treated as an administrative cost that is subject to the framework set out at Paragraph 27(f)(ii).

(c) Along with the data necessary to compile the Class Member List, counsel for CIOX shall also provide Class Counsel an affidavit describing, in detail, the methodology utilized for compiling the data.

(d) **The Settlement Administrator Shall Prepare and Send the Notice**. Using the data and information supplied by CIOX (as described in Paragraph 36(a) above), the Settlement Administrator shall finalize the Class Member List, consistent with the definition, and may do so utilizing Accurint, Westlaw, MVA records, postal records and/or other similar information services, if necessary and appropriate. For the avoidance of doubt, any costs incurred as a result of this finalization process shall be subject to the cost sharing described at Paragraph 27(f)(ii)(B), *supra*. The Class Member List shall be utilized to send notice consistent with Part VI, below.

(e) **Additional Information Regarding Potential Class Members**. Should an issue arise concerning the accuracy of the information on the Class Member List, such as addresses or other information necessary for the Settlement Administrator to contact Individuals and Law Firms on the Class

Member List to provide them with Notice or their potential entitlement to Settlement Payments, and the Settlement Administrator requires clarification or additional information, CIOX agrees to use its best efforts provide the Settlement Administrator with such clarification or information, if available in Ciox's records, within five (5) business days of any such request. To the extent feasible and available, such information shall be provided in a format, manner and protocol as requested by the Settlement Administrator.

VI. Giving Notice to the Class

37. Within the timeframe set forth in the Preliminary Approval Order, the Settlement Administrator will send notice as follows:

(a) On the Phase 1 Date of Notice, Notice to Law Firms shall be sent by electronic mail or by US Mail (a "Postcard") to the managing partner, principal place of business, or other appropriate Law Firm contact, of each Law Firm. The text of both the email and Postcard Notice shall be in substantially the same format as set forth in **Exhibit D**. The Notice shall advise them of their rights to object, opt out, file a claim form, or do nothing.

(b) On the Phase 2 Date of Notice, Notice to Individuals shall be sent by electronic mail (where available), and by Postcard. The text of the Notice shall be in substantially the same format as set forth in **Exhibit E**. The Notice shall advise them of their rights to object, opt out, file a claim form, or do nothing.

38. All Postcard Notices shall be mailed via U.S. Mail via first class delivery. The Parties agree that **Exhibits D & E** are reasonably calculated and adequate to inform the Plaintiff Class of the terms of the Settlement and notify the Class of the opportunity to participate in, object to, or opt-out of the Settlement.

39. The Postcard Notice and electronic mail Notice shall include information regarding access to the Settlement Website, which will contain information and documents relating to the Action and resulting Settlement. The Settlement Website will also contain information on how to submit a Claim, provide the ability to submit a claim, and include information on how the Settlement Class Member may contact the Settlement Administrator. In addition, Individuals and Law Firms on the Class Member List may request that a Long Form Notice, further describing the Settlement and their legal rights, be sent to them by electronic mail or U.S. mail. The Long Form Notice, which also will be posted on the Settlement Website, is attached as **Exhibit F**.

40. Except for those addresses that were obtain through the protocol described in Paragraph 36(a) above, prior to the Phase 1 Date of Notice or the Phase 2 Date of Notice, as applicable, the Settlement Administrator shall confirm the addresses of the Class Members who will receive a Postcard Notice in lieu of Notice via electronic mail using the U.S. Postal Service's National Change of Address ("NCOA") database. The costs associated with this confirmation shall be subject to the cost sharing described at Paragraph 27(f), *supra*. The Settlement Administrator shall use the address obtained through the NCOA database if different from that in the CIOX's records. The front of the Postcard Notice shall be in the form proposed by the Settlement Administrator and include on its face a text box advising Class Members: "THIS IS NOT JUNK MAIL. THIS POSTCARD PROVIDES IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS IN CONNECTION WITH A CLASS ACTION SETTLEMENT."

41. If a Postcard Notice is returned with a new forwarding address provided by the U.S. Postal Service, the Settlement Administrator will reissue the Notice to the new forwarding address. If a Notice is returned as undeliverable and there is no forwarding address, the Settlement Administrator will endeavor to update the address using a web-based service, such as LEXIS, to obtain a corrected address, and, if a different address is obtained by such search, a second notice shall be sent. If a second

notice is sent and returned undeliverable, no further notice will be sent by the Settlement Administrator.

42. At least ten (10) calendar days in advance of the Final Approval Hearing, the Settlement Administrator shall prepare for filing with the Court (or alternatively have Class Counsel file on their behalf via CM/ECF) and service upon Class Counsel and Counsel for CIOX a Declaration setting forth the manner in which it complied with the production of the Class Notice to the Class.

43. For a period of one hundred and eighty (180) calendar days after the Effective Date, the Settlement Administrator shall maintain a post office box address to receive inquiries with respect to the Settlement.

44. **Cooperation.** CIOX and Class Counsel shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities. CIOX and Class Counsel also shall reasonably cooperate with each other so that both sides may adequately monitor all aspects of this Agreement.

VII. Exclusion Requests

45. Members of the Class may elect to opt out of or be excluded from this Settlement Agreement, relinquishing their rights to benefits hereunder. Consistent with Paragraph 27 herein, the right to opt out or be excluded shall be described in the Notice as approved by the Court. Persons who wish to opt out or be excluded must send to the Settlement Administrator, within forty-five (45) days after the Date of Notice (the "Opt-Out Deadline"), a writing stating their intent to opt-out of the settlement. Any request for exclusion must be postmarked on or before the Opt Out Deadline, or if not postmarked, received by the Settlement Administrator on or before the Opt Out Deadline. The Settlement Administrator shall provide Class Counsel and CIOX on a timely basis via e-mail a copy of all Opt Out Notices. Class Counsel shall provide the Settlement Administrator and CIOX on a timely basis via e-mail copies of any Opt Out

Notices directed to Class Counsel. Law Firms and Individuals who fit the definition of the Class who fail to submit a valid and timely request for exclusion containing all necessary information shall be bound by all terms of the Settlement Agreement and the Final Judgment.

46. Any Law Firm or Individual within the Class who submits a valid and timely request for exclusion shall be deemed to have waived any rights or benefits under this Settlement Agreement.

VIII. Conditions of Settlement

47. After entry of the Preliminary Approval Order, and expiration of the time for filing of objections, Plaintiff shall seek entry by the Court of a Final Judgment, following a Fairness Hearing, that includes provisions:

a. Granting final approval of this Settlement Agreement, and directing its implementation pursuant to its terms and provisions;

b. Ruling on a motion to approve an incentive fee to the Representative Plaintiff and on Class Counsel's application for attorneys' fees, costs, and other expenses;

c. Discharging and releasing the Released Persons from the Released Claims as provided in Paragraphs 24 (j), (k) and (l) herein;

d. Directing that the Action be dismissed with prejudice upon the entry of a final, non-appealable judgment by the Court approving the settlement; and

e. Reserving to the Court continuing and exclusive jurisdiction over the Parties with respect to the interpretation, effectuation, implementation and enforcement of this Settlement Agreement and the Final Judgment.

48. The Parties agree that no party to this Settlement Agreement, other than absent class members, may object to the final approval of the settlement. If any Party to this Settlement Agreement submits an objection, or any document or paper that can be

interpreted in any way as an objection, the Court may strike such document from the record and award attorney's fees and costs against the Party filing same.

49. **Full and Final Settlement Between the Settlement Class and Defendant**. It is the intent and purpose of this Agreement to effect a full and final settlement of all the Representative Plaintiffs' and the Settlement Class' claims in the Pending Litigation against the Settling Defendant. In order to effectuate that purpose, the Representative Plaintiffs and CIOX agree to cooperate and use their best efforts to obtain Court approval of the settlement in an expeditious manner.

50. **Approval By Court**. This Settlement Agreement is subject to final approval by the Court. If the Court does not approve this Settlement Agreement and enter the Final Judgment requested herein, or if the Court enters the orders provided for herein but said orders are modified by the Court or reversed or materially modified upon appellate review, then this Settlement Agreement shall be canceled and terminated unless counsel for all settling parties, within ten (10) days from the receipt of a ruling or written notice of circumstances giving rise to termination, agree in writing to proceed with this Settlement Agreement.

51. **Termination of Agreement by Parties**. The Parties shall each have the right to terminate this Settlement (except with respect to subparagraph (b) of this Paragraph 51 for which only CIOX, in the exercise of its sole discretion, shall have the right to terminate this Settlement) by providing written notice of their election to do so to the other within five (5) days of:

a. The parties' failure to obtain and maintain preliminary approval of this Settlement materially consistent with the terms set forth in the Settlement Agreement;
b. The Court materially modifying this Settlement in any manner, including but without limitation, one that increases the financial costs to CIOX;
c. The Court denying final approval;
d. The Court's final order and judgment consistent with this Settlement is reversed or materially modified on appeal; and/or

e. More than 750 Individuals on the Class Members List decide to opt out from the Settlement.

52. **Effect of Termination of Agreement**. If this Agreement is terminated or canceled as set forth herein, all of the Parties hereto shall be deemed to have reverted to their respective status as of April 15, 2026, and they shall proceed in all respects as if this Agreement had not been negotiated and executed and the related Orders had not been entered, preserving in that event all of their respective claims and defenses in this case.

53. CIOX's performance of its obligations under this Settlement Agreement will entitle it to the full and complete benefits of this Settlement Agreement.

IX. Releases

54. **All Releases**. Upon the Effective Date and without any further action by the Court or by any Party to this Settlement Agreement, Representative Plaintiffs and the Settlement Class Members, for good and sufficient consideration, the receipt and adequacy of which is acknowledged, shall be deemed to, and shall in fact, have remised, released and forever discharged any and all Released Claims (as defined in Paragraph 24 (l)), which they, or any of them, had or has or may in the future have or claim to have against the Released Persons (as defined in Paragraph 24(j)).

X. Miscellaneous Provisions

55. CIOX and the Representative Plaintiffs agree that the Court shall retain jurisdiction over the implementation and interpretation of this Agreement.

56. Prior to Final Approval, any dispute arises under this Settlement Agreement that Class Counsel and Counsel for CIOX are unable to resolve, including but not limited to the interpretation or meaning of any term in this Agreement, shall be resolved first through mediation with the Honorable Willam G. Connelly (ret.). Absent a mutual resolution, Judge Connelly shall resolve the dispute and his decision shall be final and non-appealable.

57. **Best Efforts**. The Representative Plaintiffs and CIOX and their respective Counsel, agree to cooperate, support and use their best efforts to obtain Court approval of each and every provision and term of this Agreement in an expeditious manner.

58. **Amendments**. This Agreement may be amended or modified only by a written instrument signed by Class Counsel and Counsel for CIOX.

59. **Entire Agreement**. This Agreement constitutes the entire Agreement of the Representative Plaintiffs, on the one hand, and CIOX, on the other, and no representations, warranties or inducements have been made from the Representative Plaintiffs to CIOX, or vice versa, concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

60. **Authority of Class Counsel**. Class Counsel, on behalf of the Settlement Class, are authorized to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and are also expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Settlement Class.

61. **Counterparts**. This Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. Counsel for the parties hereto shall exchange among themselves original executed counterparts and a complete set of original executed counterparts shall be filed with the United States District Court for the District of Maryland in connection with the motion to approve the settlement. This Agreement may be executed by means of electronic or other signature, and electronic/PDF signatures shall be deemed sufficient.

62. **Binding Nature**. This Agreement shall be binding upon and inure to the benefit of the settling Parties hereto and their present, former and future respective

heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, employees, and insurers.

63. **Construction of the Agreement**. The Parties agree that no Party shall be deemed to have drafted this Agreement.

64. **Applicable Law**. All the terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland and applicable federal law.

65. **Jurisdiction**. The Parties hereto submit to the jurisdiction of the Court for the purpose of implementing the settlement embodied in this Agreement.

66. **Headings.** The headings contained in the Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

67. **No Rescission on Grounds of Mistake.** The Parties acknowledge that they have made their own investigations of the matters covered by the Agreement to the extent they have deemed it necessary to do so. Therefore, the Parties agree that they will not seek to set aside any part of the Agreement on the grounds of mistake. Furthermore, the Parties understand, agree, and expressly assume the risk that any fact not recited, contained, or embodied in the Agreement may turn out hereinafter to be other than, different from, or contrary to the facts now known to them, or believed by them to be true, and further agree the Agreement shall be effective in all respects notwithstanding, and shall not be subject to termination, modification, or rescission by reason of, any such difference in facts.

68. **Competency; Independent Counsel.** Each Party to this Agreement represents and warrants that he, she, or it is competent to enter into this Agreement and in doing so is acting upon his, her, or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation,

express or implied, or any nature or kind by any other party, other than the warranties and representations expressly set forth in this Settlement Agreement itself.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by authorized individuals, as of the day and year written below.

Date: September 4, 2026

[*Remainder of this page intentionally left blank*]

FOR THE REPRESENTATIVE PLAINTIFFS AND THE CLASS:

By: Richard S. Gordon
Lead Counsel for the Class

FOR CIOX HEALTH, LLC

DocuSigned by:
Kathryn Stalmack
5619F9EA7D8D4A4...

By: Kathryn Stalmack
CIOX Health, LLC