

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement,” “Agreement,” or “Settlement”)<sup>1</sup> is entered into between Plaintiff, Judith Flahive, on behalf of herself individually and as the representative of a class of Persons defined below (“Plaintiff”), and Inventurus Knowledge Solutions, Inc. (“IKS” or “Defendant”). Plaintiff and IKS are collectively referred to in this Agreement as the “Parties.”

### **RECITALS**

**WHEREAS**, on May 26, 2017, Plaintiff filed a putative class action lawsuit in the Circuit Court of Cook County, Illinois, captioned *Flahive v. Inventurus Knowledge Solutions, Inc.*, Case No. 2017 CH 7570 (the “Litigation”).

**WHEREAS**, in the Litigation, Plaintiff contends that IKS violated Section 227(b)(1)(A) of the federal Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, *et seq.*, by allegedly making automated or prerecorded voice calls to individuals’ cellphones without prior express consent, including after the call recipients had revoked consent to receive such calls, and that IKS made such calls on behalf of its clients;

**WHEREAS**, prior to a ruling on class certification and the merits of Plaintiff’s claims, Plaintiff and Defendant agreed to engage in settlement discussions to determine whether they could reach a consensual resolution of the Litigation;

**WHEREAS**, in an effort to facilitate a resolution of the Litigation and mediate settlement discussions, Plaintiff and Defendant engaged the Hon. Morton Denlow (Ret.), of JAMS, Inc. in Chicago (the “Mediation”);

**WHEREAS**, following Mediation, Plaintiff and Defendant reached an agreement in

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<sup>1</sup> Unless otherwise stated, capitalized terms shall have the meanings ascribed to them in Section I of this Settlement Agreement.

principle to resolve the Litigation;

**WHEREAS**, Plaintiff's attorneys have thoroughly investigated the relevant facts regarding Defendant's use of automated dialing equipment and of telephone calls involving the use of a prerecorded or automated voice; Defendant's policies, practices, and procedures with respect to obtaining consent and processing revocations of consent from those whom it calls; and the law relating to the Litigation, before determining whether the Litigation should be resolved by entering into this Settlement Agreement;

**WHEREAS**, Defendant denies all liability for the claims asserted in the Litigation;

**WHEREAS**, without admitting or conceding any wrongdoing or liability, and solely for the purpose of avoiding the inconvenience, expense, and risk of further litigation, IKS has agreed to settle all claims, demands, and liabilities between Defendant, on the one hand, and Plaintiff, and the Settlement Class, on the other, including all claims that have been asserted, or could have been asserted, in the Litigation; and

**WHEREAS**, Plaintiff and her counsel believe that the claims asserted in the Litigation have merit, but they have concluded that the terms and conditions provided in this Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class as a means of resolving the Litigation, considering (1) the benefits to the Settlement Class under this Settlement, (2) Defendant's demonstrated willingness to vigorously oppose class certification and the merits of Plaintiff's claims if the Litigation is not settled, and (3) the attendant risks, costs, uncertainties, and delays of proceeding with the Litigation.

**NOW, THEREFORE**, it is agreed, by and among the undersigned, that the Litigation shall be settled on the terms and conditions set forth herein, subject to judicial approval.

## **I. DEFINITIONS**

**1.1.** “Administration Costs” shall mean (i) the costs and expenses associated with the production and dissemination and publication of the Class Notice, (ii) the costs and expenses of the Settlement Administrator and the Mediator in effectuating this Agreement (but not the costs of the Mediation), and (iii) any other costs associated with the Settlement of this Litigation (other than Plaintiff’s Incentive Award and attorneys’ fees and expenses (including costs) sought by Class Counsel).

**1.2.** “Agreement Execution Date” shall mean the date on which the final signature is affixed below to execute this Settlement Agreement.

**1.3.** “Approved Claims” shall mean the aggregate of all claims submitted by Class Settlement Members in accordance with the Final Order and Judgment and approved by the Settlement Administrator.

**1.4.** “Attorneys’ Fee Order” shall mean the Court’s order on the Fee and Expense Application as contemplated in Section 8.1.

**1.5.** “Claim Form” shall mean the form that Settlement Class Members are required to complete in order to receive a distribution from the Settlement Fund, which is identical in all material respects to that attached hereto as Exhibit 3.

**1.6.** “Claims Deadline” shall mean the date by which all Claim Forms must be electronically submitted to be considered timely and shall be set, subject to approval by the Court, on a date fourteen (14) days after the Final Approval hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Short Form Class Notice, the Claim Form, the Long Form Class Notice, and the Publication Notice.

**1.7.** “Class Counsel” shall mean Myles McGuire, Evan M. Meyers, and Paul T. Geske of McGuire Law, P.C.

**1.8.** “Class Notice” shall mean the Short Form Class Notice, Long Form Class Notice and the Publication Class Notice, collectively.

**1.9.** “Class Period” shall mean the period between May 1, 2013 and the date of entry of the Preliminary Approval Order.

**1.10.** “Class Representative” shall mean the named Plaintiff in the Litigation: Judith Flahive.

**1.11.** “Court” shall mean Judge Anna H. Demacopoulos of the Circuit Court of Cook County, Illinois, or any judge who shall succeed that judge as the judge presiding over the Litigation.

**1.12.** “Defendant” shall mean Inventurus Knowledge Solutions, Inc.

**1.13.** “IKS’s Counsel” shall mean Ian H. Fisher of Hahn Loeser & Parks LLP.

**1.14.** “Distributable Settlement Fund” shall have the meaning ascribed to it in Section 2.3(a).

**1.15.** “Effective Date” shall mean the date five (5) business days after the date upon which the Final Approval Order substantially in the form of Exhibit 6 becomes both final and no longer subject to appeal or review (or further appeal or review), whether by exhaustion of any possible appeal, lapse of time, or otherwise.

**1.16.** “Final Approval Hearing” shall mean the hearing to be held before the Court where Plaintiff will request that the Settlement Agreement receive Final Approval and that the Court approve the Fee and Expense Application and an Incentive Award to the Class Representative.

**1.17.** “Fee and Expense Application” shall mean the petition to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses.

**1.18.** “Final Approval” shall mean the entry of the Final Order and Judgment.

**1.19.** “Final Order and Judgment” shall mean a final order entered by the Court that grants approval of the Settlement following the Final Approval Hearing, and which is identical in all material respects to Exhibit 6 to this Settlement Agreement.

**1.20.** “Incentive Award” shall mean the incentive award that the Court awards to the Plaintiff pursuant to Section 7.1.

**1.21.** “Litigation” shall mean *Flahive v. Inventurus Knowledge Solutions, Inc.*, Case No. 2017 CH 7570, pending in the Circuit Court of Cook County, Illinois.

**1.22.** “Long Form Class Notice” shall mean the non-summary notice that will be mailed by the Settlement Administrator on request from a Settlement Class Member, or made available on a website to all Settlement Class Members. The Long Form Class Notice will be identical in all material respects to that attached hereto as Exhibit 1, and shall also include the Claim Form.

**1.23.** “Mediator” shall mean the Hon. Morton Denlow (Ret.) of JAMS, Inc., or any other mediator mutually agreed to by the Parties.

**1.24.** “Notice and Administration Payment” shall mean Thirty Five Thousand Dollars (\$35,000.00) deposited in the Settlement Fund for the purpose of the Notice Plan and Administration Costs.

**1.25.** “Notice Date” shall mean the date by which the Notice Plan has been completely carried out, and shall be a date no later than thirty (30) days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.

**1.26.** “Notice Plan” shall mean the proposed plan developed by the Settlement Administrator of disseminating to members of the Settlement Class notice of the proposed Settlement and of the Final Approval Hearing. The Notice Plan will include both a direct notice and publication notice component, as set forth in Exhibit 4.

**1.27.** “Objection/Exclusion Deadline” shall mean the date by which Persons within the Settlement Class may submit a written objection to this Settlement Agreement or a Request for Exclusion. The Objection/Exclusion Deadline shall be a date no later than forty-five (45) days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.

**1.28.** “Parties” shall mean Plaintiff and Defendant, collectively.

**1.29.** “Person” shall mean any individual, corporation, partnership, company, association, estate, legal representative, trust, or any business or legal entity.

**1.30.** “Plaintiff” shall mean Judith Flahive.

**1.31.** “Preliminary Approval Order” shall mean an order entered by the Court that grants preliminarily approval to the Settlement in accordance with Section 4.1, certifies the Settlement Class, and approves the Notice Plan, and which is identical in all material respects to Exhibit 5 to this Settlement Agreement.

**1.32.** “Publication Notice” shall mean the publication component of the Notice Plan agreed to by the Parties, and shall be made through publication notice substantially in the form of Exhibit 4 attached hereto.

**1.33.** “IKS” shall mean Inventurus Knowledge Solutions, Inc.

**1.34.** “Released Claims” shall mean any and all claims, liabilities, demands, causes of action, or lawsuits of the Settlement Class Members arising during the Class Period, whether known or unknown (including Unknown Claims), whether legal, statutory, equitable, or of any

other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever relating in any way to telephone calls by or from Defendant, including those that may have resulted in any violation of the TCPA or any other telephone- or telemarketing-related federal, state or local law, regulation or ordinance, including any claims that in any way relate to automated calls (i.e., those made using an Automatic Telephone Dialing System and/or an artificial or prerecorded voice) made to cellular telephones by or on behalf of Defendant to Settlement Class Members or to telephone numbers assigned to Settlement Class Members where the called party did not provide prior express consent or where the called party previously revoked any prior express consent to receive such calls.

**1.35.** “Released Parties” shall mean: (a) Inventurus Knowledge Solutions, Inc. and all of its present, past, and future predecessors, successors, parents, subsidiaries, affiliates, customers, divisions, assigns, officers, directors, committees, employees, fiduciaries, administrators, actuaries, agents, insurers, representatives, attorneys, retained experts and trustees; (b) Physiotherapy Corporation and all of its present, past, and future predecessors, successors, parents, subsidiaries, affiliates, customers, divisions, assigns, officers, directors, committees, employees, fiduciaries, administrators, actuaries, agents, insurers, representatives, attorneys, retained experts and trustees; and (c) any party that could be deemed to have made telephone calls on behalf of, or on whose behalf calls were made by, one of the entities listed in subsections (a) or (b) of this subsection, including but not limited to that party’s present, past, and future predecessors, successors, parents, subsidiaries, affiliates, divisions, assigns, officers, directors, committees, employees, fiduciaries, administrators, actuaries, agents, insurers, representatives, attorneys, retained experts and trustees. The Parties expressly agree that any

person or entity being released under this Agreement who is not a party to this Agreement is an intended third-party beneficiary of this Agreement.

**1.36.** “Settlement” shall mean the compromise and settlement agreement embodied in this Settlement Agreement.

**1.37.** “Settlement Administrator” shall mean Tilghman & Co., P.C., or such other person as the Parties’ shall later mutually agree in writing and who agrees to accept such responsibility, as described in this Agreement.

**1.38.** “Settlement Class” shall mean all persons (i) who were called on their cellular telephone number(s) between May 1, 2013 and the date of the Preliminary Approval Order, where such calls were made by Defendant, or on behalf of Defendant or any of its customers, by way of an automated call or which featured a prerecorded or artificial voice; and (ii) who did not provide prior express consent to receive such call(s), including those who revoked such consent.

**1.39.** “Settlement Class Member” shall mean a Person who falls within the definition of the Settlement Class and who has not submitted a valid and timely Request for Exclusion from the Settlement Class.

**1.40.** “Settlement Fund” means a cash settlement fund that shall be established by Defendant up to a maximum amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00). The Settlement Fund shall be initially funded by IKS within ten (10) business days after the entry of the Preliminary Approval Order in the amount of the Notice and Administration Payment, as more specifically provided in Section 2.2 of this Agreement. The Settlement Administrator shall provide Defendant with its completed W-9 before the Notice and Administration Payment is due and if the W-9 form is not provided by the date the Notice and Administration Payment is initially due, then the Notice and Administration Payment will not be

due until five (5) business days after the completed W-9 form for the Settlement Administrator is received by Defendant. Defendant shall make the Notice and Administration Payment to an escrow account designated by the Settlement Administrator and transmitted via wire transfer following instructions to be provided by the Settlement Administrator. Defendant shall receive a credit in the amount of any Administration Costs against its Settlement Fund after such payment is made. The Settlement Fund shall be used to pay all Approved Claims, Administration Costs, Plaintiff's Incentive Award, and attorneys' fees and expenses (including costs) pursuant to the Attorneys' Fee Order. The Settlement Fund represents the limit and extent of Defendant's monetary obligations under this Agreement and the value of the Released Claims. In no event shall Defendant's total financial liability with respect to this Settlement exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00). Once Defendant makes all payments required under this Agreement to the Settlement Fund, Defendant has no further payment obligation to the Settlement Class. The Parties shall ensure that the Settlement Administrator only makes payments from the Settlement Fund in accordance with this Agreement, or as ordered by the Court, and provides a full accounting for all receipts to the Settlement Fund and disbursements from the Settlement Fund.

**1.41.** "Short Form Class Notice" shall mean the summary notice distributed to potential Settlement Class Members, as provided herein, and identical in all material respects to that attached hereto as Exhibit 2.

**1.42.** "Request for Exclusion" shall mean a Person's request that complies with paragraph "(2) Exclude yourself" in the Long Form Class Notice, attached hereto as Exhibit 1.

**1.43.** "Unknown Claims" shall mean any Released Claims that Plaintiff or any other members of the Settlement Class do not know or suspect to exist in their favor at the time of the

release of the Released Parties and which, if known by them, might have affected their settlement with and release of the Released Parties. Without admitting that California law in any way applies to this Agreement, with respect to any and all Released Claims, the Parties agree that, upon the entry of the Final Order and Judgment, Plaintiff and all Settlement Class Members shall be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

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

Plaintiff and all other Settlement Class Members shall be deemed to have, and by operation of the Final Order and Judgment shall have, expressly waived all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. Plaintiff and all other Settlement Class Members shall be deemed by operation of the Final Order and Judgment to have acknowledged that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

## **II. SETTLEMENT RELIEF**

**2.1. *Settlement Contingent.*** This Settlement Agreement is contingent upon the Court entering a Preliminary Approval Order substantially in the form of Exhibit 5 or in such other form which is mutually acceptable to all Parties and a Final Order and Judgment substantially in the form of Exhibit 6 or in such other form which is mutually acceptable to all Parties.

**2.2. Settlement Fund.**

(a) IKS agrees to pay up to a maximum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) into the Settlement Fund as needed to make all payments required under this Agreement. The Settlement Fund shall be initially funded by IKS within ten (10) business days after the entry of the Preliminary Approval Order in the amount of Thirty Five Thousand Dollars (\$35,000.00). Within seven business (7) days after the Effective Date, IKS shall pay into the Settlement Fund an amount equal to the sum of the Court-approved award of attorneys' fees and costs and the Court-approved Incentive Award (the "Non-Claims Payments"). The amount of the Non-Claims Payments shall be credited towards IKS's total payment obligation to the Settlement Fund of up to \$1,200,000.00. The Settlement Fund will be used to pay the following amounts in connection with the Settlement:

- (i) Compensation to the Settlement Class Members (the Distributable Settlement Fund) for valid claims;
- (ii) Incentive Award (as defined in Section 7.1 below) approved by the Court;
- (iii) Administration Costs; and
- (iv) All attorneys' fees and expenses (including costs) approved by the Court pursuant to the Attorneys' Fee Order.

**2.3. Distribution to Settlement Class Members.**

(a) The Distributable Settlement Fund shall consist of the difference of \$1,200,000.00 minus the amount of any Court-approved Incentive Award, Administration Costs, and attorneys' fees and expenses (including costs) pursuant to the Attorneys' Fee Order, and any Mediator expenses to resolve challenged claims or claim denials (the "Distributable Settlement Fund").

(b) Each Settlement Class Member who timely submits a Claim Form by the Claims Deadline in accordance with Section 2.6(a) below that is found to be valid, as provided herein, shall be entitled to a single payment from the Distributable Settlement Fund not to exceed Two Hundred Dollars (\$200.00).

(c) In the event that the Distributable Settlement Fund is not sufficient to allow each claimant with a valid claim to receive \$200.00, the amount paid to each claimant will be adjusted downward *pro rata*, so that the Distributable Settlement Fund is sufficient to pay all Approved Claims.

**2.4. *Deadline for Cashing Checks.*** Settlement Class Members shall have 180 days from the date a settlement check is issued (the date printed on the settlement check) to cash the check. All payments to Settlement Class Members via check will state on the face of the check that the check will expire and become null and void unless cashed within 180 days after the date of issuance. To the extent a check issued to a Settlement Class Member is not cashed within 180 days after issuance, the Settlement Class Member who filed the claim agrees that his/her claim is withdrawn. The Parties agree that any funds advanced by IKS for the payment of claims of Settlement Class Members who have withdrawn their claims shall be paid to cy pres recipient(s) selected by the Parties and approved by the Court.

**2.5. *Entire Monetary Obligation.*** It is understood and agreed that IKS's payment obligations under this Settlement Agreement will be fully discharged by payment of the amounts due in compliance with this Agreement, and that IKS shall have no other monetary obligations to the Settlement Class, nor any obligations to make any other payments to Settlement Class Members under this Agreement or otherwise.

**2.6. Claims Process.**

(a) **Submission of Claims.** Settlement Class Members shall not be entitled to a portion of the Distributable Settlement Fund if they fail to timely submit online a valid Claim Form substantially in the form attached hereto as Exhibit 3. Only one claim can be submitted per telephone number, regardless of the number of Persons using that same telephone number, and regardless of the number of calls made to that telephone number. All Claim Forms must be submitted to the Settlement Administrator electronically via the Settlement Website by the Claims Deadline. Settlement Class Members who do not submit a timely and valid Claim Form on or before the Claim Deadline shall not be entitled to receive any portion of the Settlement Fund. A Claim Form is invalid if it does not contain all required information, is not signed by the claimant, or is not timely submitted. Those claimants whose information does not appear in the records of the Defendant must provide such information, including the date(s) of the alleged calls. The Settlement Administrator shall send via email or mail a claim denial letter to all Settlement Class Members whose claims are denied specifying the reason for denial or any action that may be taken to cure any defect in the claim.

(b) **Claims Processing.** Within fourteen (14) days after the Claims Deadline, the Settlement Administrator shall process all Claim Forms submitted by Settlement Class Members and shall determine which claims are Initially Approved Claims and which claims are initially rejected. The Settlement Administrator shall prepare an electronic Excel spreadsheet listing each Initially Approved Claim, the name and address of the claimant, the telephone number at which the calls were received, the date(s) of the calls, whether the claimant was called by IKS, the amount to be paid to the claimant, and the reference number assigned to the claim form (“the Initially Approved Claims List”). The Settlement Administrator shall provide IKS’s Counsel a

copy of such spreadsheet, with an electronic pdf copy of all Claim Forms, with each Claim Form labeled with the Claim Form reference number contained in the Initially Approved Claims List. Within twenty-one (21) days after the Claims Deadline, the Settlement Administrator shall provide counsel for each Party with an electronic pdf copy of all initially rejected claim forms and shall prepare a spreadsheet listing each rejected claim, the name and address of the claimant, the telephone number at which the calls were received, the date(s) of the calls, the reason for the rejection of the claim, and a reference number assigned to the Claim Form (the “Initially Rejected Claims List”).

(c) ***Review and Challenge of Claim Decisions.*** IKS shall have thirty (30) days after the date its counsel receives the Initially Approved Claims List and the electronic pdf copies of approved Claim Forms from the Settlement Administrator to audit and challenge any Initially Approved Claims, including requesting information from the claimant’s telephone provider(s). Within thirty (30) days of the date IKS’s Counsel receives the Initially Approved Claims List and electronic pdf copies of Claim Forms from the Settlement Administrator, IKS shall serve Class Counsel via email with a Notice of Claim Challenges identifying by claim number any approved claim IKS wishes to challenge and the reason for the challenge. Similarly, Class Counsel may challenge any claim rejected by the Settlement Administrator within twenty-one (21) days of the date that Class Counsel receives the Initially Rejected Claim List from the Settlement Administrator. Within twenty-one (21) days of the date that Class Counsel receives the Initially Rejected Claims List and electronic pdf copies of rejected Claim Forms from the Settlement Administrator, Class Counsel shall serve IKS’s Counsel via email with a Notice of Claim Challenges identifying by claim number any rejected claim Class Counsel wishes to challenge and the reason for the challenge. Class Counsel and IKS’s Counsel shall meet and

confer in an effort to resolve any disputes over any claims challenged by either of them and if the challenges are not withdrawn or resolved, the Parties shall submit the challenges to the Mediator to resolve. Any costs of the Mediator in resolving disputed claims shall be paid from the Settlement Fund. The Mediator shall resolve any such disputes and the Parties, their attorneys, and the Settlement Class agree the decision of the Mediator is final and binding. In resolving any disputed claims, the Defendant's calling records shall be deemed accurate and binding. The date all claims are finalized without any dispute shall be referred to as the "Claim Finalization Date." If neither Class Counsel nor IKS have any challenges to the claims determinations reached by the Settlement Administrator, then the Claims Finalization Date shall be the date on which both Class Counsel and IKS's Counsel inform each other by email that neither Party has any objection to the claims determinations made by the Settlement Administrator or the time for informing each other of such challenges has lapsed.

**2.7. Payment of Claims.** Within seven (7) days of the Claim Finalization Date, the Settlement Administrator shall provide IKS with a spreadsheet setting forth the claim number, claimant name and address, and amount of payment and totaling the amount to be paid for claims (the "Final Claims List"). Within fourteen (14) days of the Claims Finalization Date, IKS shall pay to the Settlement Fund the amount required to pay all claims listed on the Final Claims List. Such payment shall be referred to as the "Final Claims Payment." Notwithstanding any other provision of this Agreement, IKS shall not be required to make the Final Claims Payment before the Effective Date. The Final Claims Payment shall be made by IKS by wire (with wire instructions to be provided by the Settlement Administrator) to the escrow account maintained by the Settlement Administrator. The Settlement Administrator may then make payment from the Settlement Fund by issuing settlement checks to the Settlement Class Members listed on the

Final Claims List. Once IKS makes the Final Claims Payment, its payment obligations to the Settlement Class Members under this Agreement shall be deemed to have been fully satisfied. The total of the Administration Payment, the Non-Claims Payment and the Final Claims Payment shall not exceed \$1,200,000.00. Any funds remaining in the Settlement Fund or the Distributable Settlement Fund after the settlement checks have been issued to the Settlement Class Members listed on the Final Claims List shall be returned to IKS.

**2.8. Prospective Relief.** IKS has agreed to implement material changes to its business practices in order to reasonably minimize, if not eliminate, misdirected automated calls and improve company policies for honoring do-not-call requests.

### **III. NOTICE TO THE CLASS**

**3.1. Notice to the Class.** Upon entry of the Preliminary Approval Order, Class Counsel shall cause the Settlement Administrator to implement the Notice Plan, the costs of which shall be considered Administration Costs. Such Notice Plan shall comport with Due Process and shall include the following components:

**(a) Direct Notice.** Within fourteen (14) days after entry of the Preliminary Approval Order, or such other date ordered by the Court, the Settlement Administrator shall disseminate by email the Short Form Class Notice, substantially identical to Exhibit 2, to such persons that, according to IKS's records, have been called by IKS on their cellular telephone during the relevant Class Period for which IKS has a valid email address and where IKS received a revocation of consent or that the person did not voluntarily provide his or her telephone number.

**(b) Publication Notice.** Within fourteen (14) days after entry of the Preliminary Approval Order, or such other date ordered by the Court, Class Counsel shall cause the Settlement Administrator to implement the Publication Notice Plan, with the notice set forth in

Exhibit 4.

(c) **Settlement Website.** Within twenty-one (21) days after entry of the Preliminary Approval Order, the Long Form Class Notice shall be published on the website [www.HealthCareTCPAsettlement.com](http://www.HealthCareTCPAsettlement.com) (or a URL similar thereto), which shall be administered by the Settlement Administrator. The Settlement Website shall include pertinent case information and documents, as well as the ability to download the Long Form Notice substantially in the form of Exhibit 1. On the Settlement Website, Class Members will be able to view and download a Claim Form substantially in the form of Exhibit 3, and Class Members will be able to submit claims and submit an Request for Exclusion from the Settlement via the website.

**3.2. Exclusions.** The Class Notice shall advise the Settlement Class Members of their right to exclude themselves from the Settlement Class. Settlement Class Members shall be permitted to exclude themselves from the Settlement Class, provided that they comply with the requirements for doing so as set forth in the Preliminary Approval Order and the Class Notice. A Person in the Settlement Class may request to be excluded from the Settlement Class in writing or electronically via the Settlement Website administered by the Settlement Administrator. A Request for Exclusion must be postmarked or electronically submitted via the Settlement Website on or before the Objection/Exclusion Deadline. In order to exercise the right to be excluded, a Person in the Settlement Class must timely mail or electronically submit a written Request for Exclusion to the Settlement Administrator providing his/her name and address, a signature, the name and number of this Lawsuit, the telephone number at which he or she claims to have been called by a Defendant, the telephone carrier associated with such number, whether

the telephone was a cellular phone or a landline at the time of the call(s), and a statement that he or she wishes to be excluded from the Settlement Class. Any requests to be excluded that do not include all of the foregoing information, or that are sent to an address other than that designated in the Notice, or that are not postmarked or electronically submitted within the time specified, shall be deemed to be invalid and the Persons or entities serving such a request shall be members of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

Any Person in the Settlement Class who successfully submits a Request for Exclusion shall not: (i) be bound by any orders or the Final Order and Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. The Request for Exclusion must be personally signed by the Person requesting exclusion. If signed electronically, such electronic signature will be binding for purposes of the perjury laws. So-called “mass” or “class” opt-outs shall not be allowed.

If more than One Hundred (100) Settlement Class Members successfully submit a Request for Exclusion from the Settlement Class, IKS shall have the option to cancel or terminate this Agreement, which shall have the effects described in Section 9.3 below.

**3.3. *Objections.*** Settlement Class Members shall be permitted to object to the Settlement, provided that they comply with the requirements for filing an objection as set forth in the Preliminary Approval Order and the Class Notice. The Class Notice shall advise the Settlement Class Members of their rights to object to the Settlement Agreement. Objections to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing if and only if, on or before the

Objection/Exclusion Deadline approved by the Court and specified in the Class Notice, the Person making an objection files notice of his or her intention to do so and at the same time (a) files copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court and (b) sends copies of such papers via mail, hand delivery, or overnight delivery service to both Class Counsel and IKS's Counsel.

Any Settlement Class Member who intends to object to this Settlement Agreement must include: his/her full name and address; the telephone number(s) at which he or she claims to have received an automated call (including a call that used an automated or prerecorded voice) made by a Defendant; the telephone carrier associated with each such identified telephone number; whether each such identified phone number was a cellular phone or a landline number at the time of the call(s); and all grounds for the objection along with factual and legal support for the stated objection. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel.

Although an objector's attendance at the Final Approval Hearing is not mandatory, an objector who intends to attend the Final Approval Hearing must indicate in his/her written objection his/her intention to appear at the Final Approval Hearing on his/her own behalf or through counsel. For any Settlement Class Member who timely files a written objection and who indicates an intention to appear at the Final Approval Hearing on his/her own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses he/she may call to testify, and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which shall also be attached.

**3.4. *Effect of Failing to Object.*** Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his/her intent to appear at the Final Approval

Hearing in accordance with the terms of Section 3.3 and the Class Notice, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means, and shall be deemed to have waived his/her objections and be forever barred from making any such objections in the Litigation. To be valid, the objection must be filed with the Court and sent to Class Counsel and IKS's Counsel on or before the Objection/Exclusion Deadline set by the Court and specified in the Class Notice.

**IV. MOTION FOR PRELIMINARY APPROVAL AND PRELIMINARY CERTIFICATION OF PROPOSED SETTLEMENT CLASS FOR SETTLEMENT PURPOSES AND MOTION FOR FINAL ORDER AND JUDGMENT**

**4.1. *Motion for Preliminary Approval and Preliminary Certification of Settlement Class.*** As soon as practicable after execution of this Agreement, Plaintiff shall move for (i) preliminary approval of the Settlement, including entry of an order identical in all material respects to the form of the Preliminary Approval Order attached hereto as Exhibit 5, (ii) preliminary appointment of Class Representatives and Class Counsel, and (iii) for purposes of this Settlement only, preliminary and conditional certification of the Settlement Class. Excluded from the Settlement Class are Defendant and any parent, subsidiary, affiliate, or controlled persons of Defendant, as well as the officers, directors, agents, servants, or employees of Defendant and the immediate family members of such persons. The proposed Preliminary Approval Order submitted to the Court will seek a Final Approval Hearing date of approximately sixty (60) days from the entry of the Preliminary Approval Order.

**4.2. *Motion for Final Approval and Final Certification of the Settlement Class.*** At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for (i) final approval of the Settlement, (ii) final

appointment of the Class Representatives and Class Counsel, and (iii) final certification of the Settlement Class, including for the entry of a Final Order and Judgment identical in all material respects to the Final Order and Judgment attached hereto as Exhibit 6, and file a memorandum in support of the motion for final approval.

**4.3. *Certification for Settlement Purposes Only.*** IKS agrees to not oppose certification of the Settlement Class only for the limited purpose of effectuating the Settlement Agreement. If the Settlement Agreement is not preliminarily or finally approved in all material respects, IKS reserves all rights to object to the propriety of class certification in the Litigation and in all other contexts and for all other purposes, and neither this Agreement nor IKS's non-opposition to the conditional certification of a settlement class for purposes of this Settlement may be cited as an admission by IKS of the propriety of class certification.

**4.4. *Vacating Settlement Certification and Reservation of Rights.*** The certification of the Settlement Class shall be binding only with respect to the settlement of the Litigation. If the Settlement Agreement is not approved, the Settlement is terminated, or the Settlement is reversed, vacated, or modified in any material respect by the Court or any other court, the certification of the Settlement Class shall be vacated, the Litigation shall proceed as though the Settlement Class had never been certified, and no reference to the prior Settlement Class or any documents related thereto shall be made for any purpose relating to class certification.

## **V. RELEASE**

**5.1. *Released Claims and Parties.*** Upon entry of the Final Approval Order, the Settlement Class Members, on behalf of themselves, their predecessors, successors, assigns, beneficiaries, and additional insureds, shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, and forever released, relinquished and discharged

the Released Parties from and for any and all liability for the Released Claims, and shall be forever enjoined from the prosecution of each and every Released Claim against any and all of the Released Parties, provided, however, that nothing herein is meant to bar any claim seeking enforcement of this Agreement or court orders relating to it.

## **VI. SETTLEMENT ADMINISTRATION**

**6.1. *Settlement Administrator.*** The Settlement Administrator shall administer the Settlement consistent with this Agreement subject to the supervision of Class Counsel, and with the supervision of the Court as circumstances may require.

**6.2. *Settlement Administrator's Obligations.*** The Settlement Administrator shall, under the supervision of the Court and Class Counsel, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities performed under this Settlement Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and IKS's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and IKS's Counsel with information concerning Class Notice, the Notice Plan, claims filed and approved, claims filed and disallowed, and the administration and implementation of the Settlement Agreement.

Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to IKS's counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the

Settlement Agreement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed per the terms of the Settlement Agreement.

(b) Receive requests from Persons within the Settlement Class to exclude themselves from the Settlement Class and promptly provide Class Counsel and IKS's counsel a copy of said requests, regardless of whether the Settlement Administrator receives the exclusion request before or after the deadline for the submission of such forms and requests.

(c) Provide weekly reports to Class Counsel and IKS's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number of Claim Forms approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator.

(d) Upon receipt of reasonable notice from Class Counsel or IKS's Counsel, make available for inspection at any time all Claim Forms and any other documents or correspondence relating to the Settlement.

**6.3. Challenges to Acceptance or Rejection of Claim Forms.** Both Class Counsel and IKS's Counsel shall have the right to challenge the acceptance or rejection of any Claim Form submitted by a Settlement Class Member in accordance with Section 2.6. If Class Counsel and IKS's Counsel reach an agreed decision regarding the acceptance or rejection of any Claim Form, the Settlement Administrator shall follow that decision. To the extent that Class Counsel and IKS's Counsel are not able to agree on the disposition of a challenge, the Mediator, or any individual designated or referred by the Mediator and agreed to by the Parties, shall timely decide such a challenge. The Parties agree that the Settlement Administrator shall thereafter

follow the decision of the Mediator or his designee resulting from any such challenge. If IKS challenges a Claim Form, IKS may attempt to obtain the phone records of the Settlement Class Member who submitted that Claim Form by issuing a subpoena to that Settlement Class Member's phone service provider. Any costs of the Mediator shall be considered Administration Costs to be paid from the Settlement Fund.

**6.4 Information about Administration Process.** Class Counsel and Defendant's Counsel each agree to keep all information about the settlement administration process—including without limitation all information received pursuant to Section 6 of this Agreement, such as claims reports, information concerning opt-outs, Approved and Rejected Claims Lists, and information about potential Settlement Class Members—confidential and may use it only for purposes of effectuating this Agreement. Notwithstanding the foregoing, as required by the Court or to effectuate the intent of this Agreement, the Parties may disclose: Opt-outs, Objections, Claims and other documents as necessary to enforce the terms and conditions of this Agreement.

## **VII. INCENTIVE AWARD TO CLASS REPRESENTATIVE**

**7.1.** In recognition of her effort on behalf of the Settlement Class, the Class Representative shall, subject to the Court's approval, receive an Incentive Award in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), in addition to any amounts that she may be entitled to receive under the Settlement Agreement.

**7.2.** Notwithstanding any contrary provision of this Agreement, the allowance or disallowance (in whole or in part) by the Court of any application for the Incentive Award shall be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any Order or proceedings relating to the Incentive Award, or any appeal of any Order relating thereto, shall not operate to terminate or cancel this Agreement

or be deemed material thereto.

**7.3.** IKS shall cause the amount of the Incentive Award approved by the Court to be paid to the escrow account maintained by the Settlement Administrator within seven (7) business days after the Effective Date. The Settlement Administrator shall thereafter issue a check for the Incentive Award in the approved amount made payable to the Class Representative and delivered to Class Counsel. This payment shall be credited as payment from the Settlement Fund. Plaintiff shall provide IKS with her Social Security Number before the aforementioned payment is due.

#### **VIII. ATTORNEYS' FEES**

**8.1.** Class Counsel will move the Court for an award of attorneys' fees and expenses (including costs) to be paid from the Settlement Fund. Class Counsel may petition the Court for an award of attorneys' fees and expenses (including costs) not to exceed Three Hundred Forty-Five Thousand Dollars (\$345,000.00), in combination. IKS agrees not to object to Class Counsel's Fee and Expense Application if Class Counsel's request for attorneys' fees and expenses (including costs) does not exceed such amount. Class Counsel has, in turn, agreed not to seek or accept attorneys' fees and expense (including costs) in excess of such amount.

**8.2.** Class Counsel will file their Fee and Expense Application no later than fourteen (14) days prior to the Objection/Exclusion Deadline. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee and Expense Application is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and the Attorneys' Fee Order or proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

**8.3.** Class Counsel shall provide IKS with its completed W-9 before the payment of the award of attorneys' fees and costs is due. Within seven (7) business days after the Effective Date, IKS shall pay the amount of attorneys' fees and expenses awarded by the Court to Class Counsel by wire transfer to the Settlement Administrator's escrow account. This payment shall be credited to the amount paid by IKS to the Settlement Fund.

**8.4.** The Settlement Administrator shall pay from the Settlement Fund the amount awarded in the Attorneys' Fee and Expenses Order ten (10) days after the Effective Date. Any payment of the amount awarded in the Attorneys' Fee and Expenses Order shall be paid via electronic transfer to an account designated by McGuire Law, P.C.

#### **IX. CONTINGENCIES, EFFECT OF DISAPPROVAL OR TERMINATION OF SETTLEMENT**

**9.1. *Option to Terminate.*** If the Court or, in the event of an appeal, any appellate court, refuses to approve, or otherwise modifies any material aspect of this Agreement, the proposed Preliminary Approval Order, or the Final Order and Judgment, IKS may elect to terminate this Agreement and the Settlement as stated below.

**9.2. *Events Giving Rise to Option to Terminate.*** This Agreement and the Settlement shall terminate and be cancelled if IKS provides to Class Counsel written notification of its election of a right to terminate arising under this paragraph 9.1 within ten (10) business days after any of the following events:

(a) The Court declines to enter or materially modifies the contents of the Preliminary Approval Order attached hereto as Exhibit 5;

(b) The Court declines to enter or materially modifies the contents of the Final Order and Judgment attached hereto as Exhibit 6;

(c) The Court's Final Order and Judgment is vacated, reversed, or modified in

any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date; or

(d) The Effective Date does not occur for some other reason. For purposes of this Agreement and this Section 9.2, no order of the Court, or modification or reversal on appeal of any order of the Court, concerning the amount in the Attorneys' Fees Order and/or Incentive Award to the Class Representative shall constitute grounds for cancellation or termination of the Agreement.

(e) Any federal or state authorities object to or request material modifications to the Agreement.

(f) More than 100 Persons submit valid and timely Requests for Exclusion from the Settlement Class (provided the ten (10) business day period for notice shall run from when the Settlement Administrator notifies IKS of this event).

**9.3. *Effect of Termination.*** If, for any reason, this Agreement is terminated or fails to become effective, then the Parties shall be deemed to have reverted to their respective status in the Litigation before the settlement term sheet was signed and before the Settlement Agreement was signed, and Plaintiff and the Defendant shall proceed in all respects as if this Agreement and any related orders had not been entered.

## **X. NO ADMISSION OF WRONGDOING**

**10.1 *No Admission of Liability.*** As a result of the Litigation, IKS has already implemented, and will continue to implement, certain changes to its business practices in order to reasonably minimize unauthorized automated calls and improve company policies for honoring do-not-call requests. Nonetheless, IKS has vigorously denied, and continues to deny, that it committed any violation of the TCPA or other laws, and has vigorously denied, and continues to

deny, all allegations of wrongdoing or liability whatsoever with respect to the Released Claims, including any and all claims of wrongdoing or liability alleged or asserted in the Litigation. IKS states that it is agreeing to this Settlement solely because it provides substantial and meaningful benefits to the Settlement Class and will eliminate the substantial burden, expense, and uncertainties of further litigation along with the concomitant use of resources and efforts.

**10.2. *Agreement Not to be Construed as Evidence of Admission.*** This Agreement and any of its terms, any agreement or order relating thereto, and any payment or consideration provided for herein, is not and shall not be construed as an admission by IKS or the Released Parties of any fault, wrongdoing, or liability whatsoever. This Agreement and any of its terms, any agreement, order, or notice relating thereto, and any payment or consideration provided for herein shall not be offered by any party to be received in evidence in any civil, criminal, administrative, or other proceeding, as a presumption, concession, or admission of any fault, wrongdoing, or liability on the part of IKS or any of the Released Parties.

**10.3. *Exceptions.*** Nothing contained in this Section shall prevent this Agreement (or any agreement, order, or notice relating thereto) from being used, offered, or received in evidence in any proceeding to approve, enforce, or otherwise effectuate the Settlement (or any agreement or order relating thereto) or the Final Order and Judgment. This Agreement may be filed and used in other proceedings, where relevant, to demonstrate the fact of its existence and of this Settlement, including but not limited to the Released Parties filing the Agreement and/or the Final Order and Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, waiver, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

## **XI. MISCELLANEOUS**

**11.1. *Public Statements.*** Plaintiff and Class Counsel shall not make any public statement, including any statement to the press, that describes this Settlement or that disparages IKS. Similarly, IKS and IKS's Counsel shall not make any public statement, including any statement to the press, that disparages Plaintiff or Class Counsel.

The Parties will agree upon a joint statement to use as a response to any inquiries from the press regarding this Settlement, to the effect that the Parties have resolved their differences addressed in the Litigation. This Section shall not be construed to limit or impede the notice requirements of Section 3.1 above, nor shall this Section be construed to prevent Class Counsel from notifying or explaining to potential Settlement Class Members or others that this case has settled and how to obtain settlement benefits.

**11.2. *Duty to Cooperate.*** The Parties promise to cooperate in good faith and to take all actions reasonably necessary to effectuate this Agreement. The Parties further agree that if, before the Effective Date, any issues regarding interpretation or implementation of, or compliance with, this Settlement Agreement arise between or among the Parties and such issues cannot be resolved by the Parties themselves, either Party may submit such issues for binding mediation before the Hon. Morton Denlow (Ret.), who will mediate the issues and deliver a recommendation that is binding on the Parties. In the event that Judge Denlow is unavailable or unwilling to act in this capacity and the Parties fail to agree upon a substitute individual to do so, either Party may apply to the administrator of JAMS, Inc. in Chicago, Illinois for the appointment of a neutral to serve in such capacity.

**11.3. *Entire Agreement.*** This Agreement is the entire agreement between the Parties regarding the subject matter covered by the terms of this Agreement and it supersedes any prior agreements, written or oral, including the term sheet and any written settlement offers or emails exchanged between the Parties regarding the subject matter covered by the terms of this Agreement. This Settlement Agreement cannot be altered, modified, or amended, except through a writing executed by all Parties.

**11.4. *Construction of Agreement.*** This Settlement Agreement shall be construed to effectuate the intent of the Parties to resolve all disputes encompassed by the Agreement. All Parties have participated in the drafting of this Agreement, and any ambiguity should not be resolved by virtue of a presumption in favor of any Party. The Settlement Agreement was reached at arm's-length by Parties represented by counsel.

**11.5. *Executed in Counterparts.*** This Settlement Agreement may be executed by exchange of executed signature pages by facsimile or Portable Document Format ("PDF") as an electronic mail attachment, and any signature transmitted by facsimile or PDF via electronic mail for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. This Settlement Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

**11.6. *Notices.*** Unless otherwise provided herein, any notice, request, instruction, application for Court approval, or application for Court order sought in connection with the Agreement, other than documents electronically filed with the Court, shall be in writing and delivered personally or sent by certified mail or overnight delivery service, postage pre-paid, with copies by e-mail to the attention of Class Counsel and IKS's Counsel (as well as to any

other recipients that a court may specify). As of the date hereof, the respective representatives are as follows:

For IKS: Ian H. Fisher  
Hahn Loeser & Parks LLP  
125 South Wacker Drive, Suite 2900  
Chicago, IL 60606  
312.637.3060  
ifisher@hahnlaw.com

For the Settlement Class: Myles McGuire  
Evan M. Meyers  
Paul T. Geske  
McGuire Law, P.C.  
55 W. Wacker Drive, 9th Fl.  
Chicago, IL 60601  
Tel: (312) 893-7002  
mmcguire@mcgpc.com  
emeyers@mcgpc.com  
pgeske@mcgpc.com

**11.7. Extensions of Time.** The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

**11.8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Illinois without giving effect to any conflict of law provisions that would cause the application of the laws of any jurisdiction other than Illinois.

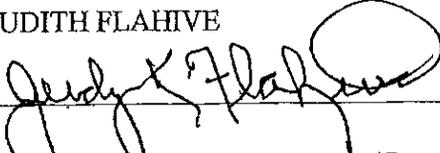
**11.9. Expenses.** Except as specified in Section 8.1 or as otherwise expressly set forth herein, each Party hereto will pay all of its own fees, costs, and expenses incurred in connection with the Litigation, including fees, costs, and expenses incident to the Mediation, the negotiation, preparation, or compliance with this Agreement, and including any fees, expenses, and disbursements of counsel, accountants, and other advisors. Nothing in this Agreement shall require IKS to pay any monies other than as expressly provided herein.

**IN WITNESS WHEREOF,** the undersigned have caused this Settlement Agreement to

be executed as of the dates set forth below.

**ON BEHALF OF PLAINTIFF AND SETTLEMENT CLASS:**

JUDITH FLAHIVE

  
\_\_\_\_\_

Date: Aug. 15, 2017

**ON BEHALF OF CLASS COUNSEL:**

Myles McGuire  
Evan M. Meyers  
Paul T. Geske  
MCGUIRE LAW, P.C.  
55 West Wacker Drive, 9th Floor  
Chicago, Illinois 60601

\_\_\_\_\_  
Date:

**ON BEHALF OF DEFENDANT INVENTURUS KNOWLEDGE SOLUTIONS, INC.:**

\_\_\_\_\_  
Name: Nisha Raizada

Title: Chief Financial Officer

Date:

be executed as of the dates set forth below.

**ON BEHALF OF PLAINTIFF AND SETTLEMENT CLASS:**

JUDITH FLAHIVE

---

Date:

**ON BEHALF OF CLASS COUNSEL:**

Myles McGuire  
Evan M. Meyers  
Paul T. Geske  
MCGUIRE LAW, P.C.  
55 West Wacker Drive, 9th Floor  
Chicago, Illinois 60601



Date:

8/15/17

**ON BEHALF OF DEFENDANT INVENTURUS KNOWLEDGE SOLUTIONS, INC.:**

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Name: Gautam Char

Title: Chief Operating Officer

Date:

be executed as of the dates set forth below.

**ON BEHALF OF PLAINTIFF AND SETTLEMENT CLASS:**

JUDITH FLAHIVE

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Date:

**ON BEHALF OF CLASS COUNSEL:**

Myles McGuire  
Evan M. Meyers  
Paul T. Geske  
MCGUIRE LAW, P.C.  
55 West Wacker Drive, 9th Floor  
Chicago, Illinois 60601

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Date:

**ON BEHALF OF DEFENDANT INVENTURUS KNOWLEDGE SOLUTIONS, INC.:**

*J. Gautam Char*

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Name: Gautam Char

Title: Chief Operating Officer

Date: *8/16/2017*

## **Exhibits**

Exhibit 1	Long Form Class Notice
Exhibit 2	Short Form Class Notice
Exhibit 3	Claim Form
Exhibit 4	Notice Plan
Exhibit 5	Draft Preliminary Approval Order
Exhibit 6	Draft Final Order and Judgment