IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

LOOP SPINE & SPORTS CENTER, LTD.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	22-cv-04198
	)	
AMERICAN COLLEGE OF MEDICAL QUALITY, INC., DANIEL J. MCLAUGHLIN, AFFINITY STRATEGIES, LLC,	)	
	)	
Defendants.	)	

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

RECITALS AND DEFINITIONS

A. Parties. Plaintiff Loop Spine & Sports Center, Ltd. ("Plaintiff"), referred to as Plaintiff, individually and as a representative of the class of persons defined below in paragraph E (the "Class"), and Defendants American College of Medical Quality, Inc. ("ACMQ") and Daniel J. McLaughlin ("McLaughlin"), enter into this Class Action Settlement Agreement and Release ("Settlement Agreement"). Plaintiff, ACMQ and McLaughlin are collectively referred to as the "Parties."

B. Nature of Case. In the lawsuit captioned *Loop Spine & Sports Injury Center, Ltd. v. American College of Medical Quality, Inc., et al.*, pending in the United States District Court, Northern District of Illinois, Eastern Division, docket number 22-cv-4198, (the "Litigation"), Plaintiff alleges that ACMQ, Affinity Strategies, LLC and McLaughlin violated the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq. ("TCPA") and the common law (conversion and trespass to chattels) by sending, directly or indirectly through its agents, unsolicited advertisements via facsimile to Plaintiff and a class of individuals and entities.

C. Denial of Liability. ACMQ and McLaughlin denied and continue to deny the allegations and claims asserted by Plaintiff in the Litigation and maintain that they complied with the TCPA and all applicable laws to the extent they sent, directly or indirectly through their agents, any advertisements via facsimile at issue in the Litigation. ACMQ and McLaughlin further denied and continue to deny violating the TCPA and common law as alleged in the Litigation, and further deny any liability whatsoever, including as to Affinity Strategies, LLC, Plaintiff and the Class, based upon, arising out of, or otherwise related to the allegations and claims asserted in the Litigation, the TCPA or the common law (including conversion and trespass to chattels). ACMQ and McLaughlin further maintain that if the Litigation were to be further litigated, such litigation would be not appropriate for class treatment. ACMQ and McLaughlin are entering into this Settlement Agreement solely to avoid the expense, time, and risk associated with the continued defense of the Litigation through, respectively, dispositive motion practice, trial, and any subsequent appeals, and to fully and finally compromise and settle all claims, known or unknown, asserted or unasserted, actual or contingent, that have been or may have been asserted by the Plaintiff or the Class based upon, arising out of, or otherwise related to the allegations and claims asserted in the Litigation. ACMQ and McLaughlin also have considered the uncertainty, difficulty, and delays inherent in litigation, especially in these complex class actions. Neither the fact of this Settlement Agreement, including any consideration therefore, nor any actions taken to implement the terms of this Settlement Agreement are intended to be or may be deemed or construed to be an admission or concession of liability or of the validity of any allegation, claim, point of law, or fact based upon, arising out of, relating to, or otherwise in connection with the allegations and claims asserted or that could have been asserted in the Litigation, and shall not be deemed or construed to be an admission or evidence for any purpose whatsoever.

D. "Class Counsel" means Edelman, Combs, Latturner & Goodwin, LLC.

E. "Class" means all persons with fax numbers, who on August 6-10, 2022, were sent faxes in the form of Exhibit A. There are approximately 7,200 unique fax numbers on the Chicago Area Doctors list.

F. "Class Period" means August 6-10, 2022.

G. "Plaintiff" means Loop Spine & Sports Center, Ltd.

H. "Released Parties" means all named Defendants and any and all of their respective present or former predecessors, parents, subsidiaries, affiliates, principals, successors, assigns, officers, members, directors, partners, insurers, reinsurers, divisions, entities in which Defendants have a controlling interest, employees, representatives, agents, vendors, including without limitation Creative Civic Solutions, LLC (in such capacities as they relate to the actions that are the subject of the Litigation). The Parties expressly agree that all of the foregoing persons and entities that are not signatories to this Settlement Agreement are intended third-party beneficiaries of this Settlement Agreement.

I. "Releasing Parties" and a "Releasing Party" shall refer, jointly and severally, and individually and collectively, to the Plaintiff and Class Members, any persons claiming or receiving a benefit under this Settlement and Settlement Agreement, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their behalf.

J. "Settlement Class Administrator" means the firm retained by ACMQ and McLaughlin with the consent of Plaintiff and approved by the Court to issue notice to the Class Members and to administer the Settlement.

K. "Class Member(s)" means Plaintiff and any member of the Class who does not opt out and is not otherwise excluded from the Class by the Court.

L. "Released Claims" means any and all causes of action, suits, claims, controversies, liabilities, demands, and obligations of any kind or nature whatsoever, whether in law or in equity, whether known or unknown, whether asserted or unasserted, whether suspected or unsuspected, whether foreseen or unforeseen, whether individual or representative, which Plaintiff or any other Class Members now have, did have, or may have against each or any of the Released Parties, arising out of, or relating to the claims and allegations in, or that could have been asserted in, the Litigation, or arising out of, or relating to the sending or receipt of advertisements by facsimile, including alleged violations of the TCPA and state counterparts. This includes any and all claims that were asserted or could have been asserted against each or any of the Released Parties in the Litigation, and also includes a release of any indemnity claims against any of the Released Parties arising from or related to the Litigation. This release does not include any claims by and between United States Liability Insurance Company, Daniel J. McLaughlin and Affinity Strategies, LLC at issue in the following lawsuits: *United States Liability Insurance Company v. Daniel McLaughlin and Affinity Strategies, LLC*, Northern District of Illinois Case Number 26-cv-00719 and *Affinity Strategies, LLC v. Daniel J. McLaughlin*, Cook County, Illinois Case Number 2025 L 014087.

M. "Settlement" means the settlement of the Litigation by and between the Parties and the terms thereof as stated in this Settlement Agreement.

N. Plaintiff's Desire to Settle. Plaintiff, individually and on behalf of the Class, desire to settle their respective claims against all named Defendants, having taken into account through Class Counsel the risks, delay, and difficulties involved in establishing a right to recovery in excess of that offered by this Settlement and the likelihood that further litigation will be protracted and expensive. Plaintiff represents and warrants that it owned or leased the facsimile machine which received the fax at issue in the Litigation at the time the faxes were received. The warranties and representations made in this Settlement Agreement survive the execution of this Settlement Agreement.

O. Investigation. Class Counsel state that they have engaged in wide-ranging discovery, investigated the facts and the applicable law, and participated in a mediation session before the Hon. Morton Denlow (ret.) on February 5, 2026. Based on the foregoing, and upon an analysis of the benefits afforded by this Settlement Agreement, Class Counsel have sufficient information to evaluate this Settlement Agreement and consider it to be in the best interests of the Class to enter into this Settlement Agreement.

P. Agreement. In consideration of the foregoing and other valuable consideration, Plaintiff, Class Counsel, ACMQ and McLaughlin agree to settle the claims of the Plaintiff and the Class and the Released Claims, subject to the Court's approval, on the following terms and conditions.

TERMS

1. Incorporation of Recitals and Definitions. The recitals and definitions set forth above are incorporated into this Settlement Agreement.

2. Effective Date. The Settlement Agreement shall become effective (hereinafter the "Effective Date") upon the occurrence of all of the following: (a) the Court's entry of a Final Approval Order substantially in the form of Exhibit 3, and (b) the expiration of five business (5) days after the date the Final Approval Order becomes final and non-appealable.

3. Certification of Class. The Court certified the Class for litigation purposes on May 20, 2025, *Dkt. 298*, petition for leave to appeal denied on July 7, 2025, Case No. 25-8009, *Dkt. 10*.

The Court appointed Plaintiff as class representative and Edelman, Combs, Latturner & Goodwin, LLC as class counsel.

4. Identification of Class Members. ACMQ and McLaughlin stipulate for purposes of this Settlement Agreement only that the Class Members are persons on the Chicago Area Doctors list (ChicagoAreaDoctors.xlsx), that was produced in discovery (the "Fax List"). There are approximately 7,200 unique fax numbers on the Chicago Area Doctors list.

5. Relief to Plaintiff and the Class. Plaintiff, ACMQ and McLaughlin have agreed to a claims-made settlement. Each Class Member must submit a valid claim to receive payment. Claims may be submitted to the Settlement Class Administrator by fax, mail or through the settlement website. The total amount distributed to the Class shall be the "Settlement Class Recovery." Any distribution of the Settlement Class Recovery to the Class Members shall commence only after the Effective Date. The following monetary relief shall be provided to Plaintiff and the Class, subject to the Court's approval:

a. United States Liability Insurance Company ("USLI"), on behalf ACMQ and McLaughlin, agrees to pay valid claims submitted by Class Members up to $500.00 per unique fax number. Multiple subscribers and/or users of any unique facsimile number shall be limited to a single recovery per unique fax number. The maximum payout to the Class is $175,000.00. If the number of claims submitted by Class Members x $500.00 would exceed the maximum payout of $175,000.00, then the value of the claims would be reduced *pro rata* so as to not exceed a maximum payment of $175,000.00 to the Class. All payments of the Settlement Class Recovery to the Class Members shall be mailed via first-class mail, consistent with section 9 below. Within thirty (30) days after receiving the Settlement Class Recovery, the Settlement Class Administrator shall distribute the Settlement Class Recovery to the Class Members who have submitted timely and valid claim forms in accordance with this Settlement Agreement.

b. Any uncashed settlement checks shall be sent to one or more *cy pres* charities selected by the parties, subject to court approval. There is no reversion to USLI, ACMQ and/or McLaughlin as to any uncashed settlement checks. There is no second round of distributions as to any uncashed settlement checks to the Class Members.

c. Prior to the Final Approval Hearing, Class Counsel will file a motion seeking an incentive award payment for the Plaintiff representative in recognition of its contributions to this Litigation not to exceed Ten Thousand Dollars ($10,000.00) for the Plaintiff representative. USLI, on behalf of ACMQ and McLaughlin, agree to pay and will not object to Plaintiff's request for an incentive award in the amount not to exceed $10,000.00, in addition to its recovery as a Class Member. This amount is separate and distinct from the maximum payout to the Settlement Class Recovery. Any incentive award to Plaintiff approved by the Court shall be distributed to Plaintiff within thirty (30) days following the Effective Date. Prior to the disbursement or payment of the incentive award payment to Plaintiff, Class Counsel shall provide a properly completed and duly executed IRS Form W-9 from Plaintiff to the Settlement Administrator. USLI, on behalf of ACMQ and McLaughlin, shall pay the Court-approved incentive award to Plaintiff and send the payment to Class Counsel within thirty (30) days after the Effective Date and Class Counsel's provision of Plaintiff's properly completed and duly executed IRS Form W-9, whichever is later. Class Counsel will ensure payment instructions are provided through secure processes to counsel for ACMQ. Class Counsel will then distribute the incentive award to Plaintiff. USLI's, ACMQ's and McLaughlin's obligations with respect to the Court-approved incentive award shall be fully satisfied upon delivery of the funds to Class Counsel. USLI, ACMQ and/or McLaughlin shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards other than what is provided herein. Nor shall USLI, ACMQ and/or McLaughlin be responsible for any tax obligations or payments associated with the amount paid to Plaintiff. To the extent the Effective Date does not occur and the Settlement does not receive final approval from the Court, USLI, ACMQ and McLaughlin shall have no obligation to pay any incentive award. This amount was negotiated after the primary terms of the Settlement were negotiated.

6. <u>Attorney's Fees and Costs</u>. USLI, on behalf of ACMQ and McLaughlin, agrees to pay and not object to Class Counsel's petition for attorney's fees and costs in the amount not to exceed $285,000.00, subject to Court approval. Class Counsel shall file a fee petition at least thirty (30) days prior to the deadline set by the Court in the Preliminary Approval Order for the Class to submit claims, opt out, or object to the Settlement Agreement. Prior to the disbursement or payment of the attorneys' fees and costs, Class Counsel shall provide a properly completed and duly executed IRS Form W-9 for their firm. USLI, on behalf of ACMQ and McLaughlin shall pay the Court-approved attorneys' fees and costs to Class Counsel within thirty (30) days after the Effective Date and Class Counsel's provision of its properly completed and duly executed IRS

Form W-9, whichever is later. Class Counsel will ensure payment instructions are provided through secure processes to counsel for ACMQ. The attorney's fees and costs will be allocated by Class Counsel. The obligations of USLI, ACMQ and McLaughlin with respect to the attorneys' fees and costs shall be fully satisfied upon delivery of the funds to Class Counsel. USLI, ACMQ and McLaughlin shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of the attorneys' fees and costs other than what is provided herein. Nor shall USLI, ACMQ and McLaughlin be responsible for any tax obligations or payments associated with the amount paid to Class Counsel. To the extent the Effective Date does not occur and the Settlement does not receive final approval from the Court, USLI, ACMQ and McLaughlin shall have no obligation to pay any attorneys' fees and costs. The amount of the attorneys' fees and costs was negotiated after the primary terms of the Settlement were negotiated.

7. Class Members shall have sixty (60) days to submit a claim form, to opt out or object to the proposed Settlement, after notice is initially sent by fax.

8. Costs of Notice and Settlement Administration. Settlement Class Administrator costs associated with notice, claims administration, and distribution of the Settlement Class Recovery shall be paid as set forth in section 5(a) of this Settlement Agreement. USLI, on behalf of ACMQ and McLaughlin, agree to pay for all reasonable costs of notice and Settlement administration. USLI, on behalf of ACMQ and McLaughlin, shall pay such reasonable costs of notice and settlement administration within twenty-one (21) days after entry of the Preliminary Approval Order.

9. The Settlement Class Administrator will administer the Settlement Class Recovery for the benefit of the Class. The Settlement Class Recovery checks issued to the Class Members will be

void after 60 days from the date of issuance. As such, each Settlement Class Recovery check shall state on its face that the check will expire and become null and void unless cashed within 60 days after the date of issuance. Any Class Member who does not deposit or negotiate the claim payment check issued to such Class Member within 60 days of the date of issuance of the Settlement claim payment check, agrees that such Class Member rescinds, withdraws, waives, and forever releases his/her/its claim for monetary compensation under this Settlement Agreement but remains a Class Member bound by the terms of this Settlement Agreement.

10. Undistributed Settlement Class Recovery. Within thirty (30) days after the last void date of all Settlement Class Recovery checks issued to Class Members, the Settlement Class Administrator will report to the Parties if there are any uncashed checks. Any such unclaimed amounts remaining after all payments required under this Settlement Agreement have been made shall be distributed to one or more *cy pres* charities selected by the Parties, subject to court approval. The Parties shall identify and submit a memorandum in support of their respective *cy pres* recipient at the time of the final approval of the Settlement. In no event shall uncashed Settlement checks revert to ACMQ, McLaughlin or USLI. Any distribution to the court approved *cy pres* recipient(s) shall occur no earlier than thirty (30) days after expiration of the void dates on all Settlement Class Recovery checks issued to Class Members.

11. Release. On the Effective Date, Plaintiff and the Class Members who have not opted out or been otherwise excluded from the Class shall be deemed to have fully and finally released and discharged each and every of the Released Parties from any and all liability for the Released Claims. This Settlement Agreement may be pleaded as a full and complete defense by each and of the Released Parties to any action, suit, or other proceeding that may be instituted or prosecuted with respect to the Released Claims. It is the intent of the Parties that this Settlement Agreement

will fully, finally, and forever dispose of the Litigation, which shall be dismissed with prejudice, and any and all Released Claims against each and any of the Released Parties. If this Settlement Agreement is not approved by the Court or for any reason does not become effective as set forth in section 2 of this Settlement Agreement, it shall be deemed null and void and shall be without prejudice to the rights of the Parties hereto and shall not be used in any subsequent proceedings in this or any other litigation, or in any manner whatsoever.

12. Settlement Accounting. The Settlement Class Administrator shall file an accounting detailing the disbursement of the Settlement Class Recovery thirty (30) days following any *cy pres* payments or on the date set by the Court in the Final Approval Order.

13. Related Matters to Attorney's Fees and Costs and Incentive Award. Any application for an award of attorneys' fees and costs, including any out-of-pocket costs incurred by Class Counsel, and/or any application for an incentive award to any class representative, and any and all matters related thereto, shall be considered independent of this Settlement Agreement, and the application(s) for such awards, and any and all matters related thereto, shall be considered by the Court separate and apart from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement. Nonetheless, the payments of any such awards for attorneys' fees and costs and for an incentive award to any class representative are subject to and dependent upon the Court's approval as fair, reasonable, adequate, and in the best interests of the Class Members. In the event the Court declines such awards or awards less than the respective amounts sought in the applications for such awards, this Settlement Agreement will continue to be in effect and enforceable by the Parties.

14. Notice. Within five (5) days of entry of the Preliminary Approval Order, Plaintiff, through Class Counsel, shall provide the Settlement Class Administrator with the Fax List in MS Word or

Excel format. Within 35 days following entry of the Preliminary Approval Order, the Settlement Class Administrator shall cause the Notice and Claim Form in the form of Exhibit 1 (the "Notice and Claim Form") to be disseminated to all persons in the Class as set forth herein. Such Notice and Claim Form shall comport with Rule 23 of the Federal Rules of Civil Procedure. The costs and expenses of such Notice and Claim Form shall be paid as set forth in section 8 of this Settlement Agreement.

15. The Class notice program was developed in consultation with the Settlement Class Administrator and it includes:

a. Facsimile Notice. Subject to the approval of the Court, within thirty-five (35) days following entry of the Preliminary Approval Order, the Settlement Class Administrator shall cause the Notice and the Claim Form to be sent to the facsimile numbers identified on the Fax List. The Settlement Class Administrator shall perform all steps deemed appropriate by the Settlement Class Administrator and reasonable by the Parties in an attempt to identify complete and current facsimile information for the Class Members. The Settlement Class Administrator shall make one additional attempt to transmit the Notice and Claim Form by facsimile to those numbers where the initial transmission failed.

b. Mailed Notice. After a total of two unsuccessful attempts to transmit the Notice and Claim Form to a Class Member by fax as set forth in section 15(a) of this Settlement Agreement, the Settlement Class Administrator shall determine if a valid mailing address is ascertainable for those fax numbers of each person in the Class on the Fax List. If a mailing address is ascertainable, the Settlement Class Administrator shall mail the Notice and Claim Form to such person in the Class via

First Class U.S. mail, and forwarding addresses requested, to the names and addresses ascertained by the Settlement Class Administrator to be associated with the fax numbers of the Class Members identified on the Fax List within three (3) business days of ascertaining the mailing address. The Settlement Class Administrator shall check each address against the United States Post Office National Change of Address Database ("NCOA") prior to mailing. In the event a Notice and Claim Form is returned as undeliverable and a forwarding address is provided, the Settlement Class Administrator shall forward any such returned Notice and Claim Form to the address provided as soon as practicable. In the event that a Notice and Claim Form is returned as undeliverable and without a forwarding address, the Settlement Class Administrator shall perform investigations deemed appropriate by the Settlement Class Administrator and reasonable by the Parties in an attempt to identify and complete the current address information for each person in the Class whose Notice and Claim Form was returned as undeliverable and without a forwarding address, including but not limited to the NPI Registry, and shall mail the Notice and Claim Form to any such identified addresses as soon as practicable.

c. <u>Settlement Website</u>. Following entry of the Preliminary Approval Order, but prior to the date of the sending of the Notice and Claim Form via facsimile as set forth in section 15(a) of this Settlement Agreement, the Settlement Class Administrator shall create, maintain, operate, and host a dedicated settlement website to assist in the administration of this Settlement Agreement (the "Settlement Website"). The Settlement Website shall provide the Class Members access to copies of the second amended complaint, ACMQ and McLaughlin's answers, this Settlement Agreement, without exhibits, Exhibit A to the second amended complaint, the Notice and Claim Form, the Motion for Preliminary Approval, the Preliminary Approval Order, and the Class Counsel's fee petition set forth in section 13 of this Settlement Agreement. The name of the Settlement Website may include "ACMQ" and shall be agreed upon by the Parties in consultation with the Settlement Class Administrator.

Class Counsel will also post the Notice, but not the Claim Form, Exhibit A to the second amended complaint, and this Settlement Agreement (excluding exhibits) on their firm's website at the sole expense of Class Counsel. Class Counsel shall direct any person in the Class who contacts Class Counsel and requests a copy of the Claim Form to the Settlement Class Administrator for the provision of the Claim Form to such person in the Class.

Class Counsel and the Settlement Class Administrator shall retain all documents and records generated during the administration of the Settlement, including records of Notice given to persons in the Class via facsimile, mail, or otherwise, records of returned mail, records of undelivered mail, Claim Forms, and payments to Class Members for a period of one year following the issuance of the Final Approval Order and the expiration of all deadlines for appeal therefrom. The Fax List and all other documents and records generated during the administration of the settlement shall be used solely for purposes consistent with notice and administration of this settlement and for no other purpose.

ACMQ and McLaughlin are responsible at their own expense, separate and distinct from any other Settlement Class Recovery or payment set forth herein for serving the required CAFA Notice(s) within ten (10) days after the filing of the Preliminary Approval Motion. ACMQ and

McLaughlin may separately retain, at their own expense, separate and apart from this Agreement, the Settlement Class Administrator to serve the required CAFA Notice(s) within ten (10) days after the filing of the Preliminary Approval Motion. ACMQ and McLaughlin's respective counsel shall file a Notice of CAFA Compliance declaration within thirty-five (35) days after entry of the Preliminary Approval Order.

The Settlement Class Administrator shall prepare and execute a declaration attesting to compliance with the notice requirements of this Settlement Agreement and the Preliminary Approval Order. Such declaration shall be provided to Class Counsel and counsel for ACMQ and McLaughlin, and filed with the Court on the date set forth in the Preliminary Approval Order.

The Parties agree that compliance with the procedures described in section 15 of this Settlement Agreement is the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Class of the pendency of the Litigation, certification of the Class, terms of this Settlement Agreement, and the final approval hearing. The Parties agree that the class notice described in section 15 of this Settlement Agreement shall satisfy the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, rule, regulation, and/or order.

16. Claim Validation. The Settlement Class Administrator shall match the fax number

provided by the Class Member on a returned Claim Form to the fax numbers on the Fax List. The Settlement Claims Administrator shall also determine whether the claim is a duplicate, whether the Claim Form is signed and examine the claim form for completeness and validity. If the fax number does not match, then the Settlement Class Administrator shall follow-up with the Class Member and inquire if such Class Member employed other fax numbers during the Class Period (to ascertain if any different fax number is a number on the Fax List), in an effort to determine whether the claim is a valid claim.

If the fax number or fax numbers provided on a Claim Form do not match a fax number on the Fax List, and the follow-up with the Class Member has not resolved the issue, the Settlement Class Administrator shall disallow the claim. If a claim is deemed disallowed by the Settlement Class Administrator, the Settlement Class Administrator must communicate that disallowance of the claim to the Class Member, Class Counsel, and counsel for Defendant, and allow Class Counsel an opportunity to investigate the basis for disallowing the claim. In the event the Parties disagree as to the validity of any Claim Form or whether to disallow a claim, then Class Counsel will present the disputed claim to the Court for resolution.

Claim Forms must be submitted to the Settlement Class Administrator by fax or on the settlement website on or before the deadline to submit Claim Forms or by mail postmarked on or before the deadline to submit Claim Forms. The deadline to submit Claim Forms will be set by the Court in the Preliminary Approval Order.

17. Distribution to Class. Class Members submitting timely and valid claim forms shall be paid a pro rata share per unique fax number up to a maximum of $500.00 in accordance with this Settlement Agreement as set forth in sections 5(a) and 9.

18. Right to Object. The Notice shall contain information about how a Class Member may object to the Settlement Agreement. The deadline to object shall be set by the Court in the Preliminary Approval Order and the Parties shall propose that it be at least sixty (60) days after notice is sent. Any Class Member may object to the Settlement Agreement by filing a written objection with the Court by the deadline set by the Court in the Preliminary Approval Order, with a copy served on the Settlement Class Administrator, Class Counsel and counsel for ACMQ and McLaughlin via first-class mail. Any Class Member may object to the Settlement Agreement and appear at the final approval hearing, in person or through counsel at the objecting Class Member's own expense, to address the objection(s). Any objection must include: (a) the full name (or business name, if the objector is an entity), address, fax number to which the fax(es) were sent, and signature of the objecting Class Member; (b) a statement of the objection to the Settlement Agreement; (c) an explanation of the legal and factual basis for the objection; (d) documentation, if any, to support the objection; (e) the identity of all witnesses, if any, and a summary of such witnesses' proposed testimony who the objecting Class Member may call to testify at the final approval hearing, and describe and produce copies of all evidence such objecting Class Member may offer to the final approval hearing; and (f) a statement whether the objecting Class Member and/or his/her/its counsel intends to appear at the final approval hearing. The Parties shall have the right to depose or seek discovery from any objecting Class Member to assess whether the objector has standing. Any person in the Class who does not file a timely written objection to the Settlement Agreement as described in this section 18 of the Settlement Agreement and as detailed in the class notice shall waive the right to object or to be heard at the final approval hearing and shall be forever barred from making any objection to the Settlement Agreement or seeking review of the Settlement Agreement by appeal or other means. Any person in the Class who does not file a timely written

request for exclusion to the Settlement Agreement as described in section 19 of the Settlement Agreement and as detailed in the class notice will be bound by the Settlement Agreement and the Final Approval Order, including the release described in section 11 of this Settlement Agreement.

19. Right of Exclusion. The Notice shall contain information about how a Class Member may request to be excluded from the Settlement Agreement. The deadline to request to be excluded from the Settlement Agreement shall be set by the Court in the Preliminary Approval Order and the Parties shall propose that it be at least sixty (60) days after notice is sent. All persons in the Class who properly submit a timely written request for exclusion from the Class shall be excluded from the Class and shall have no rights as Class Members pursuant to this Settlement Agreement. A request for exclusion must be in writing and state the name, address, and telephone and fax number (to which the fax(es) were sent) of the person(s) or entity seeking exclusion. Each request must also contain a signed statement providing that: "I/we hereby request that I/we be excluded from the proposed Class in the Loop Spine & Sports Center v. ACMQ Litigation." The request must be mailed to the Settlement Class Administrator at the address provided in the notice and postmarked by the Settlement Class Administrator on such date as set by the Court. Copies of the requests for exclusion and a report of the names and addresses of persons whose request for exclusion have been timely mailed shall be provided by the Settlement Class Administrator to Class Counsel and counsel for ACMQ and McLaughlin no later than fourteen (14) days prior to the Final Approval Hearing. Each request for exclusion shall be filed with the Court by Class Counsel by the date set by the Court in the Preliminary Approval Order. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the notice, or that is not postmarked within the time specified herein, shall be

invalid and the person(s) serving such a request shall remain a Class Member and shall be bound by the terms of the Settlement Agreement, if approved.

20. Preliminary Approval. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall file a Motion for Preliminary Approval of this Settlement Agreement and shall present such motion to the Court requesting the entry of a Preliminary Approval Order substantially in the form of Exhibit 2 or in such other form which is mutually acceptable to the Parties. The Preliminary Approval Order shall, among other things: preliminarily approve this Settlement Agreement (subject to a final approval hearing) as fair and reasonable; appoint Class-Settlement.com as the Settlement Class Administrator; set a schedule of proceedings concerning final approval of the Settlement Agreement, including a final approval hearing date, which shall be scheduled no earlier than ninety (90) days after entry of the Preliminary Approval Order; approve the manner and form of notice and authorize same for dissemination in accordance with section 15 of this Settlement Agreement; approve the manner in which and deadline by which persons in the Class may submit a request for exclusion as described in section 19 of this Settlement Agreement; approve the manner in which and the deadlines by which Class Members may submit objections to this Settlement Agreement as described in section 18 of this Settlement Agreement; provide, pending entry of a final approval order, the Parties shall cooperate in seeking orders that no person in the Class shall commence or continue any action, in any capacity, against ACMQ, McLaughlin or any of the other Released Parties asserting any of the Released Claims; issue a stay in the Litigation, other than such proceedings as are related to this Settlement Agreement; and provide that ACMQ and McLaughlin have made no admissions in relation to the negotiation or execution of this Settlement Agreement or any document based upon, arising out of, relating to, or otherwise in connection therewith. The Preliminary Approval Order

shall further authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Settlement Agreement and its implementing documents, including all exhibits hereto, so long as such amendments, modifications, and expansions are consistent in all material respects with the proposed terms and exhibits herein. If the Court refuses to issue the Preliminary Approval Order in substantially the same form as Exhibit 2 hereto or the Preliminary Approval Order is modified on appeal and/or remand, then the Settlement Agreement in its entirety shall become null and void unless the Parties promptly agree in writing to proceed with the Settlement Agreement consistent with the change or modification under which the Settlement Agreement is otherwise rendered null and void. In the event the Settlement Agreement becomes null and void, the Parties shall be restored without prejudice to their respective litigation positions in the Litigation prior to execution of this Settlement Agreement. The Parties shall undertake all reasonable efforts that are in good faith necessary and appropriate to obtain a Preliminary Approval Order in substantially the same form as Exhibit 2 hereto.

21. Final Approval. Class Counsel shall file a memorandum in support of final approval of the settlement on the dates set forth by the Court in the Preliminary Approval Order. The memorandum in support of final approval of the settlement shall request the Court to enter a Final Approval Order substantially in the form of Exhibit 3, or in another form which is mutually acceptable to the Parties. At the Hearing on Final Approval of the Settlement, the Court will consider the proposed Final Approval Order, which shall, among other things: find that the Court has personal jurisdiction over all Class Members; find that the Court has subject matter jurisdiction over the Litigation and the Released Claims such that the Court may approve this Settlement Agreement; find that final approval of this Settlement Agreement to be fair, reasonable, and adequate as to,

and in the best interests of, the Class Members, and that each Class Member shall be bound by this Settlement Agreement, including the release described in section 11 of this Settlement Agreement, and that this Settlement Agreement should be and is approved; direct the Parties and their counsel to fulfill their obligations under the Settlement Agreement and to implement this Settlement Agreement according to its terms and provisions; declare that the Settlement Agreement is binding on, and has preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and/or the Class Members asserting any of the Released Claims against any of the Released Parties; find that the notice described in section 15 of this Settlement Agreement satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all applicable rules of the Court, constitutes the best practicable notice under the circumstances, constitutes notice that is reasonably calculated to apprise the Class Members of the pendency of the Litigation, their right to object or to exclude themselves from the Settlement Agreement, and to appear at the final approval hearing; find that the Plaintiff, as class representative, and Class Counsel adequately represented the Class for purposes of entering and implementing the Settlement Agreement; approve and incorporate the release described in section 11 of this Settlement Agreement, make such release effective as of the Effective Date, and forever discharge each and every of the Released Parties from the Released Claims as described in section 11 of this Settlement Agreement; without affecting the finality of the Final Approval Order, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement. Pursuant to the Class Action Fairness Act, the Final Approval Order shall not be entered until the expiration of at least ninety (90) days from the date the Preliminary Approval Order was entered. Entry of a Final Approval Order substantially in the form of Exhibit 3 or in another form which is mutually acceptable to the Parties is a condition precedent to this Settlement Agreement becoming fully effective. In the event a Final Approval Order substantially in the form of Exhibit 3 or in another form which is mutually acceptable to the Parties is not entered then this Settlement Agreement in its entirety shall become null and void and is rescinded and the Preliminary Approval Order and any other orders entered by the Court in connection with this settlement shall be vacated, and the Parties shall be returned without prejudice to the position they were in prior to the execution of this Settlement Agreement, and the Litigation shall proceed as though this Settlement Agreement was never executed. The Parties shall undertake all reasonable efforts that are in good faith necessary and appropriate to obtain a Final Approval Order in substantially the same form as Exhibit 3 hereto.

22. Release of Attorneys' Lien. In consideration of this Settlement Agreement, Class Counsel hereby waives, discharges, and releases ACMQ, McLaughlin and each and every of the Released Parties of and from any and all claims for attorneys' fees, by lien or otherwise, for legal services rendered by Class Counsel in connection with the Litigation, other than the amount awarded by the Court as specified above in section 6.

23. Delivery of Settlement Class Recovery. USLI, on behalf of ACMQ and McLaughlin, shall send a check in the amount of the Settlement Class Recovery within thirty (30) days after the Effective Date to the Settlement Class Administrator to deposit into an account established by the Settlement Class Administrator for the benefit of the class members. Once the payment is delivered in accordance with this section, ACMQ and McLaughlin shall have no further payment obligation to the Class Members and ACMQ and McLaughlin shall have no obligation or duty to monitor, supervise, or control disbursements from the Settlement Class Recovery.

24. Dismissal Order. Within five (5) days of USLI, on behalf of ACMQ and McLaughlin delivering the Settlement Class Recovery as set forth in sections 5(a) and 23 of this Settlement

Agreement, the incentive award to Plaintiff approved by the Court as set forth in section 5(c), and attorney's fees and costs approved by the Court as set forth in section 6, then the Parties will file a stipulation of dismissal in the Litigation dismissing the claims of the Class Members against all named Defendants with prejudice and without fees or costs except those attorney's fees and costs provided herein. In the event that USLI, on behalf of ACMQ and McLaughlin, fails or refuses to deliver the Settlement Class Recovery as set forth in sections 5(a) and 23 of this Settlement Agreement, the incentive award to Plaintiff as set forth in section 5(c), and attorney's fees and costs as set forth in section 6, then ACMQ and McLaughlin agree that at the option of Class Counsel, the Final Approval Order may be vacated pursuant to Fed. R. Civ. P. 60(b), this Agreement shall be rescinded, and the Litigation shall be reinstated as if this Agreement never existed.

25. Governing Law. The Settlement Agreement shall be construed in accordance with, and be governed by, the laws of Illinois, without regard to choice of law principles, except to the extent the federal law of the United States requires that federal law governs.

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

Released Claims and from pursuing any Released Claims against the Released Parties at any time and in any jurisdiction, including during an appeal from the final approval order.

27. Miscellaneous Provisions. The Parties and their attorneys agree to cooperate fully with one another in seeking approval of this Settlement Agreement, and to use their best efforts to effect the consummation of this Settlement Agreement and the Settlement provided for herein. Whether or not this Settlement Agreement and the Settlement contemplated hereunder are consummated, this Settlement Agreement and the proceedings had in connection herewith shall in no event be construed as, or be deemed to be, evidence of an admission or concession of any kind on the part of ACMQ and McLaughlin of any liability or wrongdoing whatsoever. The Parties intend this Settlement Agreement to be a final and complete resolution of the Released Claims by Plaintiff, the Class, Class Members, and each or any of them, on the one hand, and against ACMQ, McLaughin and the Released Parties, and each of any of them, on the other hand. The Parties have been represented by counsel of their own choosing in negotiating and drafting this Settlement Agreement and intend to be legally bound by this Settlement Agreement.

28. Benefit of this Settlement Agreement. This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiff, ACMQ, McLaughlin, the Released Parties, and Class Members, and each of their respective successors and personal representatives, predecessors, affiliates, heirs, executors and assigns.

29. Bar to Future Suits. Upon entry of the final approval order and judgment, the Plaintiff and Class Members, and all Releasing Parties, shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Settlement Agreement or by the final approval order. It is further agreed that the Settlement may

be pleaded as a complete defense to any proceeding subject to this section. Each Releasor waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

30. No Effect on Agreement. The finality or effectiveness of the Settlement, including the final approval order, shall not depend on the amount or timing of the incentive award approved and awarded by the Court or any appeal thereof. The amount and timing of an incentive award is intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the incentive award shall constitute grounds for termination of this Settlement Agreement.

31. Publicity. The Parties agree that they shall not publicize the negotiations surrounding this Settlement Agreement. ACMQ and McLaughlin may provide information about the Settlement Agreement to their attorneys, members, partners, insurers, reinsurers, brokers, agents, and other persons or entities as required by securities laws, other applicable laws and regulations, and as necessary, to effectuate the settlement. If any Party believes a statement is made in violation of this provision, the Parties shall meet-and-confer informally in an effort to resolve the dispute. If the dispute cannot be resolved informally, it shall be submitted to the Court for resolution.

32. Authority. The Parties hereby represent to one another that they have full power and authority to enter into this Settlement Agreement and carry out their obligations hereunder. Any person executing this Settlement Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and authorized to bind USLI and the Party on whose

behalf he, she, or they sign this Agreement to all of the terms and provisions of this Settlement Agreement.

33. Integration of Exhibits. The exhibits to this Settlement Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Settlement Agreement.

34. Entire Agreement. Any and all prior understandings and agreements between the Parties with respect to the subject matter of this Settlement Agreement are merged into and with this Settlement Agreement, which fully and completely expresses the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Settlement Agreement may be amended, modified, or changed only by a written instrument or instruments executed by duly authorized officers or other representatives of the Parties expressly amending, modifying, or changing this Settlement Agreement and may not be amended, modified, or changed orally.

35. Resolution. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Settlement Agreement were negotiated in good faith and at arm's-length, at a mediation before Judge Denlow (Ret.) and reflects a Settlement reached voluntarily after consultation with legal counsel of their choice.

36. Other Litigation. Plaintiff and Class Counsel will not encourage any action or filing of claims against ACMQ and/or McLaughlin or any Released Parties related to any of the allegations or claims alleged in the Litigation. ACMQ and/or McLaughlin will not encourage any action or filing of claims against Class Counsel or Plaintiff by any of the Released Parties related to this Settlement.

37. Counterparts. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument, even though all signatories do not sign the same counterparts. Signatures provided by facsimile or e-mail shall be deemed legal and binding for all purposes.

38. Headings. The headings in this Settlement Agreement are for convenience of reference only and are not to be taken to be a part of the provisions of this Settlement Agreement, nor to control or affect meanings, constructions or the effect of the same.

39. No Admission of Liability; No Use of Settlement Agreement. The Settlement Agreement represents a negotiated compromise, and regardless whether the Effective Date occurs or the Settlement Agreement is terminated, neither this Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement:

a. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them, in any proceeding whatsoever as an admission, concession, or evidence of the validity of any of the Released Claims, the truth of any fact alleged by the Plaintiff in the Litigation, the deficiency of any defense that has been or could have been asserted in the Litigation, the violation of any law or statute, the reasonableness of the Settlement Class Recovery, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or each or any of them;

b. is, may be deemed, or shall be construed against Plaintiff, or against the Released Parties, or each or any of them, as an admission, concession, or evidence that the consideration to be given hereunder represents an amount equal to, less than, or greater than that amount that could have or would have been recovered after trial in the Litigation; and

c. is, may be deemed, or shall be construed against Plaintiff, or against the Released Parties, or each or any of them, as an admission, concession, or evidence that any of the claims the Plaintiff alleged in the Litigation or the Released Claims, are with or without merit or that damages recoverable in the Litigation would have exceeded or would have been less than any particular amount.

The Parties understand and acknowledge that this Settlement Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Settlement Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever. ACMQ and McLaughlin have agreed to enter into this Settlement Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could possibly have been asserted in the Litigation.

Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the settlement: (i) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim of liability in this Litigation made by Plaintiff or any Class Member, including any Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission by the Parties, their Counsel, or Released Parties in the Litigation, or any Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

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

40. Cooperation of Parties. The Parties to this Settlement Agreement agree to cooperate in good faith to effectuate the Settlement described in this Settlement Agreement.

41. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Settlement Agreement between the Parties, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

42. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this Settlement Agreement shall refer to calendar days unless otherwise specified.

43. Singular and Plurals. As used in this Settlement Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates and reasonably dictates.

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

45. Construction. For the purpose of construing or interpreting this Settlement Agreement, this Settlement Agreement is to be deemed to have been drafted equally by all Parties and shall not be construed strictly for or against any Party.

46. No Conflict Intended. Any inconsistency between the headings used in this Settlement Agreement and the text of the paragraphs and/or sections of this Settlement Agreement shall be resolved in favor of the text.

47. Fees and Costs. Except as otherwise provided herein, each Party shall bear his/its own costs and attorneys' fees.

48. No Waiver. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Settlement Agreement.

49. Notices. Unless otherwise stated herein, any notice to the Parties required or provided under this Settlement Agreement shall be in writing and may be sent by electronic mail, overnight delivery by a nationally recognized courier service (*i.e.*, UPS, FEDEX, USPS, or the equivalent), or hand delivery as follows:

a. If to Class Counsel:

Julie Clark
Heather Kolbus
EDELMAN, COMBS, LATTURNER & GOODWIN, LLC
20 S. Clark Street, Suite 1800
Chicago, IL 60603
Jclark@edcombs.com
hkolbus@edcombs.com
courtecl@edcombs.com

b. If to counsel for McLaughlin:

Ryan A. Danahey
DOWNEY & LENKOV LLC
30 North LaSalle Street, Suite 3600
Chicago, IL 60602
rdanahey@dl-firm.com

Robert J. McLaughlin
HART, MCLAUGHLIN & ELDRIDGE
One South Dearborn, Suite 1400
Chicago, IL 60603
rmclaughlin@hmelegal.com

c. If to counsel for ACMQ:

Thomas C. Blatchley
Andrew D. Bullard
GORDON REES SCULLY MANSUKHANI, LLP
One Financial Plaza
775 Main Street, Suite 1700
Hartford, CT 06103
tblatchley@grsm.com
abullard@grsm.com

Jonathan L. Federman
GORDON REES SCULLY MANSUKHANI, LLP
One North Wacker, Suite 1600
Chicago, IL 60606
jfederman@grsm.com

The notice recipients and addresses designated above may be changed by written notice to the other Party.

50. Joint Drafting/Advice of Counsel. This Settlement Agreement is deemed to have been prepared by counsel for all Parties as a result of arms' length negotiations among the Parties at a mediation conducted before Judge Denlow (Ret.). Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another. Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Settlement Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering into this Settlement Agreement and the Releases, and the legal effects of this Settlement Agreement, the Releases, and fully understands the effect of this Settlement Agreement and the Releases.

51. No Government Third-Party Rights or Beneficiaries. No government agency or official can claim any rights under this Agreement or Settlement.

52. Survival. The Parties agree that the terms set forth in this Settlement Agreement shall survive the signing of the Settlement Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed and delivered by their duly authorized representatives on the date last written below.

PLAINTIFF
Loop Spine & Sports Center, Ltd.

By: Renald Trottier

Its: President

Dated: 05/26/2026

DEFENDANTS
American College of Medical Quality, Inc.

By:______________________________

Its:______________________________

Dated:______________________________

Daniel J. McLaughlin

____

Dated:______________________________

CLASS COUNSEL

Heather Kolbus

Daniel A. Edelman
Dulijaza (Julie) Clark
Heather Kolbus
EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC
20 S. Clark Street, Suite 1800
Chicago, IL 60603
(312) 739-4200
(312) 419-0379 (FAX)
Counsel for Plaintiff and the Class

Dated: May 26, 2026

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed and delivered by their duly authorized representatives on the date last written below.

PLAINTIFF
Loop Spine & Sports Center, Ltd.

By:____________________________

Its: ____________________________

Dated:____________________________

DEFENDANTS
American College of Medical Quality, Inc.

By: [signature]

Its: President

Dated: 5/25/2026

Daniel J. McLaughlin

____

Dated:____________________________

CLASS COUNSEL

____

Daniel A. Edelman
Dulijaza (Julie) Clark
Heather Kolbus
EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC
20 S. Clark Street, Suite 1800
Chicago, IL 60603
(312) 739-4200
(312) 419-0379 (FAX)
Counsel for Plaintiff and the Class

Dated:____________________________

IN WITNESS WHEREOF, the Parties have caused this Settlement Agreement to be duly executed and delivered by their duly authorized representatives on the date last written below.

PLAINTIFF
Loop Spine & Sports Center, Ltd.

By:____________________

Its: ____________________

Dated:____________________

DEFENDANTS
American College of Medical Quality, Inc.

By:____________________

Its:____________________

Dated:____________________

Daniel J. McLaughlin
Daniel J McLaughlin

Dated: June 3, 2026

CLASS COUNSEL

____

Daniel A. Edelman
Dulijaza (Julie) Clark
Heather Kolbus
EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC
20 S. Clark Street, Suite 1800
Chicago, IL 60603
(312) 739-4200
(312) 419-0379 (FAX)
Counsel for Plaintiff and the Class

Dated:____________________

COUNSEL FOR AMERICAN COLLEGE OF MEDICAL QUALITY, INC.

/s/ Jonathan L. Federman

Jonathan L. Federman
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(312) 565-1400

Thomas C. Blatchley
Andrew D. Bullard
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755 Main Street, Suite 1700
Hartford, CT 06103
(860) 278-7448
Counsel for American College of Medical Quality, Inc.

Dated:________________________

COUNSEL FOR DANIEL J. MCLAUGHLIN

/s/ Ryan Danahey

Ryan A. Danahey
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30 N. LaSalle Street, Suite 3600
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Robert J. McLaughlin
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Chicago, IL 60603
(312) 971-9220
Counsel for Daniel J. McLaughlin

Dated:________________________