

DOCKET NO.: FST-CV-21-6054676-S	:	SUPERIOR COURT
	:	
SARAH KENT and ALISON PACTONG,	:	
on behalf of themselves and all others similarly	:	JUDICIAL DISTRICT OF
situated,	:	
	:	STAMFORD/NORWALK
Plaintiffs,	:	
	:	
v.	:	AT STAMFORD
	:	
WOMEN’S HEALTH USA, INC.,	:	
IN VITRO SCIENCES, LLC, CENTER FOR	:	
ADVANCED REPRODUCTIVE SERVICES,	:	
P.C., and REPRODUCTIVE MEDICINE	:	
ASSOCIATES OF CONNECTICUT, P.C.	:	
	:	
Defendants.	:	

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this 27th day of May, 2022 (“Execution Date”) by and between Sarah Kent and Alison Pactong on behalf of themselves (“Plaintiffs”) and all others similarly situated (“Settlement Class”), as defined more specifically in Paragraph 6 below, and Women’s Health USA, Inc.; In Vitro Sciences, LLC; Center for Advanced Reproductive Services, P.C. (“CARS”); and Reproductive Medicine Associates of Connecticut, P.C. (“RMACT”), (collectively “Defendants”).

WHEREAS, Plaintiffs are prosecuting the above-captioned class action case (the “Action”) on their own behalf and on behalf of the Settlement Class against Defendants;

WHEREAS, Plaintiffs allege that they were injured as a result of Defendants’ participation in a conspiracy to artificially raise, fix, maintain, or stabilize prices for Assisted Reproductive Technology (“ART”) services and to allocate geographic markets for ART services resulting in restricted competition and artificially high prices, in violation of the Connecticut Antitrust Act;

WHEREAS, Defendants deny Plaintiffs’ allegations and have asserted defenses to Plaintiffs’ claims in the Action;

WHEREAS, arm's-length settlement negotiations have taken place between Settlement Class Counsel (as defined below) and counsel for Defendants, and this Agreement has been reached as a result of those negotiations;

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding the Action and have concluded that resolving the claims against Defendants, according to the terms set forth below, is in the best interest of Plaintiffs and the Settlement Class because of the payment of the Settlement Fund that Defendants have agreed to provide pursuant to this Agreement;

WHEREAS, Defendants, despite their belief that they are not liable for the claims asserted by Plaintiffs and their belief that they have good defenses thereto, have nevertheless agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the releases, orders, and judgment contemplated by this Agreement, and to put to rest with finality all claims that have been or could have been asserted against Defendants with respect to the allegations in the Action, as more particularly set out below;

NOW, THEREFORE, in consideration of the covenants, agreements, and releases set forth herein and for other good and valuable consideration, it is agreed by and among the undersigned that the Action be settled, compromised, and dismissed on the merits with prejudice as to the Releasees (defined below) and except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Defendants, subject to the approval of the Court, on the following terms and conditions:

A. Definitions.

1. "Defendant" means any party named as a defendant in the Action at any time up to and including the date when the Court has entered a final order certifying the Settlement Class described in Paragraph 6 and approving this Agreement under Practice Book § 9-9(c)(1)(A).

2. "Opt-Out Deadline" means the deadline set by the Court for the timely submission of requests by Settlement Class Members to be excluded from the Settlement Class.

3. “Plaintiff Class Representatives” means those Settlement Class Members, as defined in Paragraph 8, below, who are named plaintiffs in the Action.

4. “Releasees” shall refer to each Defendant and its current and former corporate parents, subsidiaries, affiliates, groups, or divisions, and the respective current and former officers, owners, directors, employees, agents, attorneys, insurers, representatives, successors, and assigns of each.

5. “Releasers” shall refer to Plaintiff Class Representatives and the members of the Settlement Class, as defined in Paragraph 6, below, and all representatives, heirs, executors, administrators, and assigns of any of the foregoing.

6. “Settlement Class” shall refer to “All natural persons that purchased or paid for, in whole or in part, ART services from CARS or RMACT from January 1, 2004 through the date of preliminary approval. Specifically excluded from this Settlement Class are Defendants’ officers, directors, and employees; all counsel of record; and the Court, Court personnel, and members of their immediate families.”

7. “Settlement Class Counsel” shall refer to the law firms of:

Jonathan Jagher
Freed Kanner London & Millen LLC
923 Fayette Street
Conshohocken, PA 19428

Jonathan Shapiro
Aeton Law Partners LLP
311 Centerpoint Drive
Middletown, CT 06457

8. “Settlement Class Member” means each member of the Settlement Class who has not timely elected to be excluded from the Settlement Class.

9. “Settlement Amount” shall be the cash amount of US \$2,850,000.

10. “Settlement Fund” shall refer to the Settlement Amount plus accrued interest on said amount as set forth in Paragraph 20.

B. Approval of this Agreement and Dismissal of Claims Against Defendants.

11. Plaintiffs and Defendants shall use their best efforts to effectuate this Agreement, including cooperating in seeking and obtaining the Court's approval for the establishment of procedures (including the giving of class notice under Practice Book § 9-9) to secure the complete, and final dismissal with prejudice of the Action as to the Releasees only. Plaintiffs and Defendants agree to cooperate to determine the most appropriate method to disseminate Class Notice while remaining in full compliance with all legal and regulatory requirements respecting the disclosure of confidential medical information, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA). Provided it is permissible under any applicable laws and/or regulations, Defendants agree to use commercially reasonable efforts to promptly provide to the appropriate entity all data reasonably necessary to effectuate Class Notice, allocation, and payments to the Settlement Class.

12. Within thirty (30) days after the Execution Date, or another time mutually agreed to by Plaintiffs and Defendants, Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement (the "Preliminary Approval Motion"). No less than four (4) business days before filing, Plaintiffs shall submit a draft of the Preliminary Approval Motion and proposed order to Defendants for review and comment. The text of the proposed order shall be agreed upon by Plaintiffs and Defendants before submission of the Preliminary Approval Motion. To the extent the Court finds that the Agreement does not meet the standard for preliminary approval, the Parties will negotiate in good faith to modify the Agreement and endeavor to resolve the issue(s) to the satisfaction of the Court. To the extent the Parties are unable to so agree, such matter may be submitted to the Court. In no case, however, shall such good faith negotiation require Defendants to agree to contribute additional money to the Settlement Fund, or to alter the scope of the release set forth in Paragraph 17.

13. After notice to Defendants, Plaintiffs shall, within thirty (30) days of the Court granting the Preliminary Approval Motion, or another time mutually agreed to by Plaintiffs and Defendants, submit to the Court a motion for authorization to disseminate notice of the settlement

and final judgment contemplated by this Agreement to all members of the Settlement Class (the “Notice Motion”). The Notice Motion shall include a proposed form of, method for, and proposed dates of dissemination of notice in the Action, which shall be subject to good faith efforts to agree by the Plaintiffs and Defendants before submission of the Notice Motion.

14. Plaintiffs shall seek, and Defendants will not object unreasonably to, the entry of an order and final judgment in the Action, the text of which Plaintiffs and Defendants shall agree upon. The terms of that proposed order and final judgment will include, at a minimum, the substance of the following provisions:

- a) certifying the Settlement Class described in Paragraph 6, pursuant to Practice Book § 9-9 solely for the purposes of this settlement as a settlement class for the Action;
- b) as to the Action, approving finally this settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Practice Book § 9-9 and directing its consummation according to its terms;
- c) as to Defendants, directing that the Action be dismissed with prejudice and, except as provided for in this Agreement, without costs; and
- d) reserving exclusive jurisdiction over the settlement and this Agreement, including the interpretation, administration, and consummation of this settlement to the Superior Court of the Judicial District of Stamford/Norwalk at Stamford.

15. This Agreement shall become final when (i) the Court has entered in the Action a final order certifying the Settlement Class described in Paragraph 6 and approving this Agreement under Practice Book § 9-9 and has entered a final judgment in the Action dismissing the Action with prejudice as to Defendants without costs other than those provided for in this Agreement, and (ii) the time for appeal or to seek permission to appeal from the Court’s approval of this Agreement and entry of a final judgment as to Defendants described in (i) hereof has expired in the Action or, if appealed, approval of this Agreement and the final judgment in the Action as to Defendants has been affirmed in its entirety by the court of last resort to which such appeal has been taken and

such affirmance has become no longer subject to further appeal or review. On the date that Plaintiffs and Defendants have executed this Agreement, Plaintiffs and Defendants shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 24, 37, and/or 42 of this Agreement.

16. Neither this Agreement (whether or not it should become final) nor the final judgment, nor any negotiations, documents, and discussions associated with them, shall be deemed or construed to be an admission by Defendants, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by Defendants, or of the truth of any of the claims or allegations contained in any complaint or any other pleading filed in the Action, and evidence thereof shall not be discoverable or used in any way, whether in the Action, or any other arbitration, action or proceeding whatsoever, against Defendants. Defendants have entered into this Agreement for the purpose of terminating litigation and specifically terminating the Action against them; none of the Defendants admits any wrongdoing or liability to the Plaintiffs or the Settlement Class, and each of the Defendants specifically denies any wrongdoing, liability, and the allegations of the Class Action Complaint.

C. Release, Discharge, and Covenant Not to Sue.

17. In addition to the effect of any final judgment entered in accordance with this Agreement, upon this Agreement becoming final, as set out in Paragraph 15 of this Agreement, and in consideration of payment of the Settlement Amount, as specified in Paragraph 18 of this Agreement, and for other valuable consideration, the Releasees shall be completely released, acquitted, and forever discharged from any and all claims, demands, actions, suits, causes of action under any federal, state or local law of any jurisdiction in the United States, that Releasors, or each of them, ever had, now has, or hereafter can, shall, or may ever have, that now exist or may exist in the future arising out of any conduct alleged in the Class Action Complaint or any act or omission of the Releasees (or any of them), concerning Defendants' alleged participation in a conspiracy to artificially raise, fix, maintain, or stabilize prices for ART services and/or to allocate

geographic markets for ART services in Connecticut from January 1, 2004 through the date of preliminary approval (the “Released Claims”).

D. Settlement Amount.

18. Subject to the provisions hereof, and in full, complete, and final settlement of the Action as provided herein, Defendants shall pay the Settlement Amount of US \$2,850,000. The Settlement Amount shall be paid into an escrow account in United States dollars to be administered in accordance with the provisions of Section E (the “Escrow Account”) within fourteen (14) days after entry of an order preliminarily approving this Agreement. Settlement Class Counsel shall provide Defendants with the account number, account name, and wiring transfer information for the Escrow Account.

E. Escrow Account.

19. An Escrow Account shall be maintained at The Huntington National Bank. The Escrow Account shall be administered under the Court’s continuing supervision and control.

20. All payments into the Escrow Account shall, at the direction of Settlement Class Counsel, be invested in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds or a bank account insured by the Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit. Any interest earned on any of the foregoing shall become part of the Settlement Fund. Defendants shall have no responsibility for, or liability in connection with, the investment, administration, maintenance, or distribution thereof.

21. The Settlement Fund held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as the Settlement Fund shall be distributed pursuant to this Agreement or further order(s) of the Court.

22. Subject to the limitation set forth in Paragraph 27, reasonable disbursements for expenses associated with providing notice of the settlement to the Settlement Class, expenses for

maintaining and administering the Settlement Fund, and taxes and expenses incurred in connection with taxation matters may be paid without approval from the Court and shall not be refundable to Defendants in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective, to the extent such expenses have actually been expended or incurred. Any refund that becomes owed to Defendants if this Settlement does not become final or is rescinded or otherwise fails to become effective, may be paid out of the Escrow Account without approval from the Court. Except as set forth in this Paragraph, no other disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.

23. The Escrow Account is intended by the parties hereto to be treated as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and to that end the parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of Settling Defendants, a “relation back election” as described in Treas. Reg. § 1.468B-1(j) shall be made to enable the Escrow Account to be treated as a qualified settlement fund from the earliest date possible, and the parties shall take all actions as may be necessary or appropriate to this end. At the direction of Settlement Class Counsel, taxes or estimated taxes shall be paid on any income earned on the funds in the Escrow Account, irrespective of whether final approval has occurred. In the event federal or state income tax liability is finally assessed against and paid by Defendants as a result of any income earned on the funds in the Escrow Account, Defendants shall be entitled to reimbursement of such payment from the funds in the Escrow Account after approval of the Court and whether or not final approval has occurred. Defendants will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph, Defendants and any Releasee, and their respective counsel, shall have no responsibility to make any tax filings related to the Settlement Fund or to pay any taxes or tax expenses with respect thereto, and neither Defendants nor any Releasee nor their respective counsel shall have any liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

24. If this Agreement does not receive final Court approval, including final approval of the Settlement Class as defined in Paragraph 6, or if the Action is not certified as a class action for settlement purposes, or if the Agreement is rescinded, terminated or otherwise fails to become effective or final, then all amounts paid by Defendants into the Settlement Fund (other than costs expended or incurred in accordance with Paragraphs 22 and 27), shall be returned to Defendants from the Escrow Account along with any interest accrued thereon within thirty (30) calendar days of the Court's denial of final approval of the Agreement and/or Settlement Class.

F. Exclusions.

25. Subject to Court approval, any person or entity seeking exclusion from the Settlement Class must file a written request for exclusion by the Opt-Out Deadline. Any person or entity that files a valid request for exclusion shall be excluded from the Settlement Class and shall have no rights with respect to the Settlement Class. Subject to Court approval, a request for exclusion that does not comply with all the provisions set forth in the applicable class notice will be invalid, and the person(s) or entity(ies) serving such an invalid request shall be deemed a Settlement Class Member(s) and shall be bound by the Settlement Agreement upon final approval.

26. Within ten (10) business days after the Opt-Out Deadline, Settlement Class Counsel will cause copies of timely requests for exclusion from the Settlement Class to be provided to counsel for Defendants. With respect to any potential Settlement Class Member who requests exclusion from the Settlement Class, Defendants reserve all of its legal rights and defenses, including, but not limited to, any defenses relating to whether the excluded Settlement Class Member has standing to bring any claim.

G. Payment of Expenses.

27. Defendants agree to permit use of a maximum of US \$75,000 (which limitation is effective up until the date of final approval of this settlement) of the Settlement Fund towards notice to the Settlement Class and the costs of administration of the Settlement Fund. These notice and administration expenses are not recoverable by Defendants if this settlement does not become final or is terminated to the extent such funds have actually been expended or the expenses have

been incurred for notice and administration costs. Plaintiffs are responsible for selecting the third-party settlement administrator (“Settlement Administrator”) for administration of the settlement. Except as set forth in this Paragraph, and in Paragraph 22, Defendants shall not be liable for any of the costs or expenses of the litigation of the Action, including attorneys’ fees, fees and expenses of expert witnesses and consultants, and costs and expenses associated with discovery, motion practice, hearings before the Court or Special Master, appeals, trials, or the negotiation of other settlements, or for class administration and costs.

H. The Settlement Fund.

28. Releasors’ sole recourse for settlement and satisfaction against the Releasees of all Released Claims is against the Settlement Fund, and Releasors shall have no other recovery against Defendants or any other Releasee.

29. The “Net Settlement Fund” shall consist of the Settlement Fund less: (i) all administrative fees incurred in administering all class notice and the settlement, including those fees incurred by the Settlement Administrator; (ii) any service awards to the Plaintiff Class Representatives; and (iii) any attorneys’ fees and expenses. The Net Settlement Fund shall be distributed to the Settlement Class pursuant to a distribution formula to be developed by Settlement Class Counsel and approved by the Court. Defendants will not oppose any such proposed plan of allocation or such plan as may be approved by the Court.

30. After this Agreement becomes final within the meaning of Paragraph 15, the Settlement Fund shall be distributed in accordance with the plan to be submitted to the Court at the appropriate time by Settlement Class Counsel, subject to approval by the Court. In no event shall any Releasee have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Settlement Fund, including, but not limited to, the costs and expenses of such distribution and administration except as expressly otherwise provided in Paragraphs 22 and 27 of this Agreement.

31. Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Settlement Fund for all fees, expenses, and costs, as provided by Court Order and the

provisions of Paragraphs 22 and 27. Defendants and the other Releasees shall not be liable for any costs, fees, or expenses of any of Plaintiffs or the Settlement Class' respective attorneys, experts, advisors, agents, or representatives. Instead, all such costs, fees, and expenses as approved by the Court, or authorized by Paragraphs 22 and 27, shall be paid out of the Settlement Fund.

I. Settlement Class Counsel's Attorneys' Fees, Reimbursement of Expenses, and Service Award for the Plaintiff Class Representative.

32. Settlement Class Counsel may submit an application or applications to the Court (the "Fee and Expense Application") for: (i) an award of attorneys' fees equal to one-third of the Settlement Fund; plus (ii) reimbursement of expenses and costs incurred in connection with prosecuting the Action, Plaintiff Class Representative service awards, plus interest on such attorneys' fees, costs and expenses at the same rate and for the same period as earned by the Settlement Fund (until paid) as may be awarded by the Court (the "Fee and Expense Award"). Plaintiffs will move for service awards for the Plaintiff Class Representatives to be paid from the Settlement Fund; the requested service awards shall not exceed \$10,000 per Plaintiff Class Representative. Settlement Class Counsel reserve the right to make additional applications for Court approval of fees and expenses incurred, but in no event shall Defendants or any other Releasees be responsible to pay any such additional fees and expenses except to the extent they are paid out of the Settlement Fund.

33. Subject to Court approval, Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all expenses including, but not limited to, attorneys' fees and past, current, or future litigation expenses and service awards. Settlement Class Counsel's Fee and Expense Award(s), as awarded by the Court, shall be payable at Plaintiffs' option immediately upon the entry of an Order approving such Fee and Expense Award(s), or such later date if required by the Court, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund with interest if, as a result of any appeal and/or further proceeding on remand, or

successful collateral attack, the fee or award of expenses is reduced or reversed, or in the event the Agreement is rescinded or terminated pursuant to Paragraphs 24, 37, or 42.

34. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, and service awards for the Plaintiff Class Representatives to be paid out of the Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any order or proceeding related to the Fee and Expense Application(s), or any appeal from any such order shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the settlement.

35. Neither Defendants nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs of any Fee and Expense Award in the Action.

36. Neither Defendants nor any other Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs and/or any other person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action.

J. Rescission if this Agreement is Not Approved or Final Judgment is Not Entered.

37. If the Court refuses to approve this Agreement or any part hereof, including if the Court does not certify the Settlement Class in accordance with the specific Settlement Class definition set forth in Paragraph 6, or if such approval is modified or set aside on appeal, or if the Court does not enter the final judgments provided for in Paragraph 15 of this Agreement, or if the Court enters the final judgment and appellate review is sought, and on such review, such final judgment is not affirmed in its entirety, then Defendants and Plaintiffs shall each, in their sole discretion, have the option to rescind this Agreement in its entirety. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 48. A modification or reversal on appeal of any amount of Settlement Class Counsel's fees

and expenses awarded by the Court from the Settlement Fund shall not be deemed a modification of all or a part of the terms of this Agreement or such final judgment.

38. In the event that this Agreement does not become final as set forth in Paragraph 15, or this Agreement otherwise is terminated pursuant to Paragraph 42, then this Agreement shall be of no force or effect and any and all parts of the Settlement Fund caused to be deposited in the Escrow Account (including interest earned thereon) shall be returned to Defendants within ten (10) business days, less only disbursements made, or the amounts of obligations incurred in accordance with Paragraphs 22 and 27. Defendants expressly reserve all rights and defenses if this Agreement does not become final.

39. Further, and in any event, Plaintiffs and Defendants agree that this Agreement, whether or not it shall become final, and any and all negotiations, documents, and discussions associated with it, shall not be deemed or construed to be an admission or evidence of (i) any violation of any statute or law or of any liability or wrongdoing whatsoever by Defendants, or the other Releasees to be used against Defendants, or of (ii) the truth of any of the claims or allegations contained in the Class Action Complaint or any other pleading filed in the Action, to be used against Defendants, and evidence thereof shall not be discoverable or used in any way, in the Action, against Defendants.

40. This Agreement shall be construed and interpreted to effectuate the intent of the parties, which is to provide, through this Agreement, for a complete resolution of the relevant claims with respect to each Releasee as provided in this Agreement.

41. The parties to this Agreement contemplate and agree that, prior to final approval of the settlement as provided for in Paragraphs 12-15 hereof, appropriate notice (i) of the settlement; and (ii) of a hearing at which the Court will consider the approval of this Agreement, will be given to the Settlement Class.

K. Rescission Based on Opt-Outs.

42. In the event that more than 25% of the putative members of the Settlement Class elect to opt out of the Settlement Class within the period prior to the Opt-Out Deadline allowed

for such election, or they otherwise are allowed to opt out of the Settlement Class by the Court, by any other trial court, or by any appellate or reviewing court, then Defendants shall have, in their sole discretion, the option to rescind this Agreement in its entirety by giving notice of rescission. Written notice of the exercise of any such right to rescind shall be made according to the terms of Paragraph 48. Within ten (10) business days of such notice, Defendants' Counsel shall deliver written instructions to the Escrow Agent, with a simultaneous copy delivered to Counsel for Plaintiffs, that all amounts in the Escrow Account created pursuant to Paragraphs 18 and 19, hereof, less only disbursements made, or the amounts of obligations incurred in accordance with Paragraphs 22 and 27, shall be wire transferred to Defendants pursuant to their instructions; provided, however, that if Counsel for Plaintiffs shall, within five (5) business days of receipt of such instructions, notify the Escrow Agent in writing, of any objection to Defendants' instructions, with a simultaneous copy delivered to Defendants' Counsel, then any amount subject to such objection shall not be transferred by the Escrow Agent pending agreement by the Parties resolving the objection or order of the Court.

L. Miscellaneous.

43. The Superior Court of the Judicial District of Stamford/Norwalk at Stamford shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of, or relating to, this Agreement or the applicability of this Agreement that cannot be resolved by negotiation and agreement by Plaintiffs and Defendants, including challenges to the reasonableness of any party's actions. This Agreement shall be governed by and interpreted according to the substantive laws of the state of Connecticut without regard to its choice of law or conflict of laws principles. Defendants will not object to complying with any of the provisions outlined in this Agreement on the basis of jurisdiction.

44. This Agreement constitutes the entire, complete, and integrated agreement among Plaintiffs and Defendants pertaining to the settlement of the Action against Defendants, and supersedes all prior and contemporaneous undertakings, communications,

representations, understandings, negotiations, and discussions, either oral or written, between Plaintiffs and Defendants in connection herewith. This Agreement may not be modified or amended except in writing executed by Plaintiffs and Defendants and approved by the Court.

45. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of Plaintiffs and Defendants. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by Plaintiffs or Settlement Class Counsel shall be binding upon all Settlement Class Members and Releasers. The Releasees (other than Defendant entities which are parties hereto) are third-party beneficiaries of this Agreement and are authorized to enforce its terms applicable to them.

46. This Agreement may be executed in counterparts by Plaintiffs and Defendants, and a digital or scanned signature shall be deemed an original signature for purposes of executing this Agreement.

47. Neither Plaintiffs nor Defendants shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

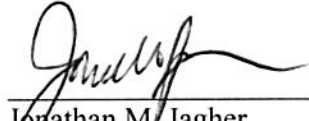
48. Where this Agreement requires either party to provide notice or any other communication or document to the other, such notice shall be in writing, and such notice, communication or document shall be provided by electronic mail (provided that the recipient acknowledges having received that email, with an automatic “read receipt” or similar notice constituting an acknowledgement of an email receipt for purposes of this Paragraph), or letter by overnight delivery to the undersigned counsel of record for the party to whom notice is being provided.

49. All parties agree that they shall take from time to time such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

50. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement subject to Court approval and perform any obligation required hereunder.

DATED: May 27, 2022

COUNSEL FOR PLAINTIFFS:



Jonathan M. Jagher
Kimberly Justice
FREED KANNER LONDON & MILLEN
LLC
923 Fayette Street
Conshohocken, PA 19428
Telephone: (610) 234-6486
jjagher@fkhnlaw.com
kjustice@fkhnlaw.com

Jonathan M. Shapiro
Aeton Law Partners LLP
11 Centerpoint Drive
Middletown, Connecticut 06475
Telephone: 860-724-2160
Facsimile: 860-724-2161
JURIS #433168
jms@aetonlaw.com

Douglas A. Millen
FREED KANNER LONDON & MILLEN,
LLC
2201 Waukegan Road, #130
Bannockburn, IL 60015
Telephone: (224) 632-4500
Facsimile: (224) 632-4521
dmillen@fkmlmlaw.com

*Counsel for Plaintiff and the Settlement
Class*

COUNSEL FOR DEFENDANTS:

Ann H. Rubin
CARMODY TORRANCE SANDAK
& HENNESSEY LLP
50 Leavenworth Street
P.O. Box 1110
Waterbury, CT 06721-1110
Tel.: (203) 573-1200
Fax: (203) 575-2600
arubin@carmodylaw.com
Juris No. 008512

J. Brent Justus (*pro hac vice*)
Nicholas J. Giles (*pro hac vice*)
MCGUIREWOODS LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219
bjustus@mcguirewoods.com
ngiles@mcguirewoods.com

*Counsel for In Vitro Services, LLC, Center
for Advance Reproductive Services, P.C., and
Women's Health USA, Inc.*

Stuart M. Katz
Ari J. Hoffman
Cohen and Wolf P.C.
PO Box 1821
Bridgeport, CT 06601
skatz@cohenandwolf.com
ahoffman@cohenandwolf.com
Juris No. 10032

*Counsel for Reproductive Medicine
Associates of Connecticut, P.C.*

COUNSEL FOR PLAINTIFFS:

Jonathan M. Jagher
Kimberly Justice
FREED KANNER LONDON & MILLEN
LLC
923 Fayette Street
Conshohocken, PA 19428
Telephone: (610) 234-6486
jjagher@fkhnlaw.com
kjustice@fkhnlaw.com

Jonathan M. Shapiro
Aeton Law Partners LLP
11 Centerpoint Drive
Middletown, Connecticut 06475
Telephone: 860-724-2160
Facsimile: 860-724-2161
JURIS #433168
jms@aetonlaw.com

Douglas A. Millen
FREED KANNER LONDON & MILLEN,
LLC
2201 Waukegan Road, #130
Bannockburn, IL 60015
Telephone: (224) 632-4500
Facsimile: (224) 632-4521
dmillen@fklmlaw.com

*Counsel for Plaintiff and the Settlement
Class*

COUNSEL FOR DEFENDANTS:

Ann H. Rubin
CARMODY TORRANCE SANDAK
& HENNESSEY LLP
50 Leavenworth Street
P.O. Box 1110
Waterbury, CT 06721-1110
Tel.: (203) 573-1200
Fax: (203) 575-2600
arubin@carmodylaw.com
Juris No. 008512

J. Brent Justus (*pro hac vice*)
Nicholas J. Giles (*pro hac vice*)
MCGUIREWOODS LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219
bjustus@mcguirewoods.com
ngiles@mcguirewoods.com

*Counsel for In Vitro Services, LLC, Center
for Advance Reproductive Services, P.C., and
Women's Health USA, Inc.*

Stuart M. Katz
Ari J. Hoffman
Cohen and Wolf P.C.
PO Box 1821
Bridgeport, CT 06601
skatz@cohenandwolf.com
ahoffman@cohenandwolf.com
Juris No. 10032

*Counsel for Reproductive Medicine
Associates of Connecticut, P.C.*

COUNSEL FOR PLAINTIFFS:

Jonathan M. Jagher
Kimberly Justice
FREED KANNER LONDON & MILLEN
LLC
923 Fayette Street
Conshohocken, PA 19428
Telephone: (610) 234-6486
jjagher@fkhnlaw.com
kjustice@fkhnlaw.com

Jonathan M. Shapiro
Aeton Law Partners LLP
11 Centerpoint Drive
Middletown, Connecticut 06475
Telephone: 860-724-2160
Facsimile: 860-724-2161
JURIS #433168
jms@aetonlaw.com

Douglas A. Millen
FREED KANNER LONDON & MILLEN,
LLC
2201 Waukegan Road, #130
Bannockburn, IL 60015
Telephone: (224) 632-4500
Facsimile: (224) 632-4521
dmillen@fklmlaw.com

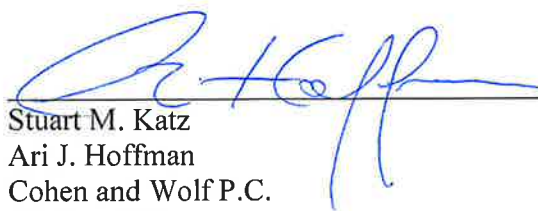
*Counsel for Plaintiff and the Settlement
Class*

COUNSEL FOR DEFENDANTS:

Ann H. Rubin
CARMODY TORRANCE SANDAK
& HENNESSEY LLP
50 Leavenworth Street
P.O. Box 1110
Waterbury, CT 06721-1110
Tel.: (203) 573-1200
Fax: (203) 575-2600
arubin@carmodylaw.com
Juris No. 008512

J. Brent Justus (*pro hac vice*)
Nicholas J. Giles (*pro hac vice*)
MCGUIREWOODS LLP
Gateway Plaza
800 East Canal Street
Richmond, VA 23219
bjustus@mcguirewoods.com
ngiles@mcguirewoods.com

*Counsel for In Vitro Services, LLC, Center
for Advance Reproductive Services, P.C., and
Women's Health USA, Inc.*



Stuart M. Katz
Ari J. Hoffman
Cohen and Wolf P.C.
PO Box 1821
Bridgeport, CT 06601
skatz@cohenandwolf.com
ahoffman@cohenandwolf.com
Juris No. 10032

*Counsel for Reproductive Medicine
Associates of Connecticut, P.C.*